

DOCUMENT # 4991
ADOPTED
12/17/87

BOSTON REDEVELOPMENT AUTHORITY

FIRST AMENDMENT TO THE REPORT AND DECISION ON THE APPLICATION OF FRANKLIN PARK ASSOCIATES FOR THE AUTHORIZATION AND APPROVAL OF A PROJECT UNDER MASSACHUSETTS GENERAL LAWS (TER. ED.) AS AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, TO BE UNDERTAKEN AND CARRIED OUT BY A LIMITED PARTNERSHIP FORMED UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 109, AND APPROVAL TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP UNDER SAID CHAPTER 121A.

Prior Proceedings

On November 21, 1974, the Authority voted to adopt a "Report and Decision on the Application of Franklin Park Associates for the Authorization and Approval of a Project under Massachusetts General Laws (Ter. Ed.), as amended, and Chapter 652 of the Acts of 1960, to be Undertaken and Carried out by a Limited Partnership formed under Massachusetts General Laws, Chapter 109, and Approval to Act as an Urban Redevelopment Limited Partnership under said Chapter 121A," ("Report and Decision"). A Certificate of Vote and Mayoral approval of the Report and Decision were duly filed with the Office of the City Clerk on December 5, 1974.

Project

As originally approved in the Report and Decision, the Project consisted of the rehabilitation, operation and maintenance of 15 separate buildings scattered throughout the North Dorchester neighborhood of Boston containing 220 apartment units for low and moderate income families. The Project is financed by the Massachusetts Housing Finance Agency ("MHFA"), MHFA Project No. 74-040-R. Of the 220 units, 156 units are subsidized under the Section 8 Substantial Rehabilitation Program and 64 units under the State Section 13A Program. The mortgage loan closed in 1981 and has a remaining balance of approximately \$6.7 million.

Application for Amendment

On December 11, 1987, Franklin Park Associates and HII Corporation (jointly the "Applicants") filed an application requesting an amendment to the Report and Decision (the "Application"). The Application requests approval of a transfer of the Project to MHFA which will then in turn, immediately transfer the Project to Franklin Park Associates II Limited Partnership, a Massachusetts limited partnership ("Franklin Park II" or "New Partnership") to be formed under the Massachusetts General Laws, Chapter 109 for the purpose of acquiring and resyndicating the Project. In addition, certain supplementary materials (the "Supplementary Materials") were submitted, including (1) an MHFA memorandum, dated December 8, 1987, entitled "Resyndication - FRANKLIN PARK, DORCHESTER-BOSTON"; (2) an MHFA letter, dated December 9, 1987, evidencing the vote adopted by MHFA on December 8, 1987 in connection with its approval of the resyndication; and (3) a summary sheet of the proceeds from resyndication as prepared by HII Corporation. Both the Application and the Supplementary Material are incorporated herein by reference.

The purpose of the ownership transfer is to create an infusion of capital into the Project through repayment of Project funds and other syndication equity in order to meet current and projected capital needs.

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The resyndication is made possible by the provisions of the 1986 Tax Reform Act providing for low-income housing credits upon acquisition of ten-year-old properties. The New Partnership would receive an allocation of low-income federal tax credits for 1987 from the Massachusetts Executive Office of Communities and Development.

Authority Action

In acting hereunder, the Authority has considered the Application and the Supplementary Materials, all documents and exhibits filed therewith and referred to therein, and the oral evidence and other information presented at the Authority's meeting on December 17, 1987, sufficient in the Authority's judgment, to enable it to act as hereinafter set forth:

1. Resyndication: For the purpose of resyndication of the Project, the Authority, subject to the terms and conditions imposed by MHFA in its vote of December 8, 1987 and the rules and regulations hereinafter set forth, approves the transfer of the ownership of the Project as follows: conveyance of the Project by Franklin Park Associates to MHFA, and the conveyance by MHFA to Franklin Park II, as more fully described in the Application, Section 5. The Managing General Partner of Franklin Park II will be Denis A. Blackett or a corporate entity of which he is the principal, either HII Corporation or a new corporate entity. The principal Limited Partner will be Liberty Tax Credit Plus L.P., a New York limited partnership. Liberty Tax Credit Plus L.P. is an SEC-registered, publicly-offered limited partnership of which Related Capital Corporation/Shearson Lehman Brothers, Inc. is a principal sponsor. In addition, there may be a special Limited Partner with a nominal interest affiliated with Related Capital Corporation. Other Limited Partners and sponsors may be substituted for the foregoing, if they are determined by MHFA to be competent to carry out the program as presently approved by the Authority.

2. Period of the Project. The Project shall be subject to Chapter 121A of the Massachusetts General Laws ("Chapter 121A") and Chapter 652 of the Acts of 1960 ("Chapter 652"), both as amended, and this First Amendment until December 5, 2014, forty years from and after the original approval date of the Project, which was December 5, 1974.

3. Rules and Regulations. Notwithstanding the minimum standards for financing, construction, maintenance and management to the contrary, as set forth in or referred to in the Report and Decision, the Authority hereby adopts and imposes on the Project the following rules and regulations which shall be applicable to the Project for as long as Chapters 121A and 652 are applicable thereto:

a. After the conveyance of the Project to Franklin Park II, all subsequent or alternative financing or refinancing of the Project, including but not limited to, the granting or recording of any mortgages on the Project, shall be made only with the prior approval of the Authority.

b. The Project shall be operated and maintained by Franklin Park II, or its successors and assigns, until the end of the period of the Project, as low and moderate income rental housing, consistent with the purposes for which the Project was originally approved. In addition, no action shall be taken by Franklin Park II to convert the Project from residential rental housing to either cooperative or condominium ownership, which shall constitute a change in residen-

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tial use and a fundamental change in the Project, without the prior approval of the Authority in accordance with Chapters 121A and 652.

c. When existing subsidies for the Project expire, Franklin Park II shall have the obligation to seek and accept further available rent or other subsidies for all of the units within the Project for the remainder of its term.

d. Franklin Park II is required to:

(i) enter into a Regulatory Agreement with the Authority, as required by Chapter 121, Section 18C, the terms and conditions of which must be acceptable to the Authority's Chief General Counsel and the Authority's Director is authorized to execute such Regulatory Agreement; and

(ii) enter into a 6A Contract, in accordance with Chapter 121A, Section 6A, the terms and conditions of which must be acceptable to the Commissioner of Assessing of the City of Boston.

e. All amounts due to either the Department of Revenue, Commonwealth of Massachusetts, under Section 10 of Chapter 121A and the City of Boston under Section 6A of Chapter 121A, up to and including calendar year 1986 shall be paid respectively to the Department of Revenue and the City of Boston and a provision shall be made for any amounts that may be due under Sections 10 and 6A for calendar year 1987 or part thereof, as of the date of the closing on the conveyances of the Project.

f. In the event the agreements referred to in paragraphs 3(d), (i), and (ii) above are not executed by Franklin Park II and the closing of the conveyances does not occur no later than December 31, 1987, the Authority reserves the right to rescind the approval of this First Amendment in all respects, unless a time extension or extensions for a closing are approved by the Authority.

4. Decision of the Authority. The Authority hereby finds (a) that this First Amendment and the Project, as described herein, conforms to and complies with the provisions of Chapters 121A and 656, as now amended, and the Authority's "Rules and Regulations Covering Chapter 121A Projects In the City of Boston"; (b) that the conveyances referred to herein do not represent a fundamental change in the Project; and (c) that Franklin Park II appears to have the ability required to perform the obligations and carry out the duties imposed by Chapter 121A, with respect to the Project, including those set forth in the Report and Decision and this First Amendment. Further, the Authority hereby consents to the formation of Franklin Park II Limited Partnership, as a Massachusetts limited partnership to be organized under Chapter 109, to undertake and carry out the Project in accordance with this First Amendment and Chapters 121A and 652. All of the provisions of the Report and Decision not specifically amended herein or which are not contrary to or conflict with this First Amendment remain in full force and effect.

The resyndication is made possible by the provisions of the 1986 Tax Reform Act providing for low-income housing credits upon acquisition of ten-year-old properties. The New Partnership would receive an allocation of low-income federal tax credits for 1987 from the Massachusetts Executive Office of Communities and Development.

Authority Action

In acting hereunder, the Authority has considered the Application and the Supplementary Materials, all documents and exhibits filed therewith and referred to therein, and the oral evidence and other information presented at the Authority's meeting on December 17, 1987, sufficient in the Authority's judgment, to enable it to act as hereinafter set forth:

1. Resyndication: For the purpose of resyndication of the Project, the Authority, subject to the terms and conditions imposed by MHFA in its vote of December 8, 1987 and the rules and regulations hereinafter set forth, approves the transfer of the ownership of the Project as follows: conveyance of the Project by Franklin Park Associates to MHFA, and the conveyance by MHFA to Franklin Park II, as more fully described in the Application, Section 5. The Managing General Partner of Franklin Park II will be Denis A. Blackett or a corporate entity of which he is the principal, either HII Corporation or a new corporate entity. The principal Limited Partner will be Liberty Tax Credit Plus L.P., a New York limited partnership. Liberty Tax Credit Plus L.P. is an SEC-registered, publicly-offered limited partnership of which Related Capital Corporation/Shearson Lehman Brothers, Inc. is a principal sponsor. In addition, there may be a special Limited Partner with a nominal interest affiliated with Related Capital Corporation.

2. Period of the Project. The Project shall be subject to Chapter 121A of the Massachusetts General Laws ("Chapter 121A") and Chapter 652 of the Acts of 1960 ("Chapter 652"), both as amended, and this First Amendment until December 5, 2014, forty years from and after the original approval date of the Project, which was December 5, 1974.

3. Rules and Regulations. Notwithstanding the minimum standards for financing, construction, maintenance and management to the contrary, as set forth in or referred to in the Report and Decision, the Authority hereby adopts and imposes on the Project the following rules and regulations which shall be applicable to the Project for as long as Chapters 121A and 652 are applicable thereto:

a. After the conveyance of the Project to Franklin Park II, all subsequent or alternative financing or refinancing of the Project, including but not limited to, the granting or recording of any mortgages on the Project, shall be made only with the prior approval of the Authority.

b. The Project shall be operated and maintained by Franklin Park II, or its successors and assigns, until the end of the period of the Project, as low and moderate income rental housing, consistent with the purposes for which the Project was originally approved. In addition, no action shall be taken by Franklin Park II to convert the Project from residential rental housing to either cooperative or condominium ownership, which shall constitute a change in residential use and a fundamental change in the Project, without the prior approval of the Authority in accordance with Chapters 121A and 652.

c. When existing subsidies for the Project expire, Franklin Park II shall have the obligation to seek and accept further available rent or other subsidies for all of the units within the Project for the remainder of its term.

d. Franklin Park II is required to:

(i) enter into a Regulatory Agreement with the Authority, as required by Chapter 121, Section 18C, the terms and conditions of which must be acceptable to the Authority's Chief General Counsel and the Authority's Director is authorized to execute such Regulatory Agreement; and

(ii) enter into a 6A Contract, in accordance with Chapter 121A, Section 6A, the terms and conditions of which must be acceptable to the Commissioner of Assessing of the City of Boston.

e. All amounts due to either the Department of Revenue, Commonwealth of Massachusetts, under Section 10 of Chapter 121A and the City of Boston under Section 6A of Chapter 121A, up to and including calendar year 1986 shall be paid respectively to the Department of Revenue and the City of Boston and a provision shall be made for any amounts that may be due under Sections 10 and 6A for calendar year 1987 or part thereof, as of the date of the closing on the conveyances of the Project.

f. In the event the agreements referred to in paragraphs 3(d), (i), and (ii) above are not executed by Franklin Park II and the closing of the conveyances does not occur no later than December 31, 1987, the Authority reserves the right to rescind the approval of this First Amendment in all respects, unless a time extension or extensions for a closing are approved by the Authority.

4. Decision of the Authority. The Authority hereby finds (a) that this First Amendment and the Project, as described herein, conforms to and complies with the provisions of Chapters 121A and 656, as now amended, and the Authority's "Rules and Regulations Covering Chapter 121A Projects In the City of Boston"; (b) that the conveyances referred to herein do not represent a fundamental change in the Project; and (c) that Franklin Park II appears to have the ability required to perform the obligations and carry out the duties imposed by Chapter 121A, with respect to the Project, including those set forth in the Report and Decision and this First Amendment. Further, the Authority hereby consents to the formation of Franklin Park II Limited Partnership, as a Massachusetts limited partnership to be organized under Chapter 109, to undertake and carry out the Project in accordance with this First Amendment and Chapters 121A and 652. All of the provisions of the Report and Decision not specifically amended herein or which are not contrary to or conflict with this First Amendment remain in full force and effect.

APPLICATION FOR CONSENT TO TRANSFER A PROJECT PURSUANT
TO GENERAL LAWS CHAPTER 121A, SECTION 11,
TO ACQUIRE A PROJECT PURSUANT TO
GENERAL LAWS CHAPTER 121A, SECTIONS 18B AND 18C,
AND THE ACTS OF 1960, CHAPTER 652, SECTION 13A, AND
TO FORM AN ENTITY TO TAKE TITLE THERETO, SAID ENTITY
TO BE ORGANIZED UNDER GENERAL LAWS CHAPTER 121A, AND
PURSUANT TO THE ACTS OF 1960, CHAPTER 652, ALL AS AMENDED

Franklin Park Associates, a limited partnership organized under M.G.L. c. 109 ("FPA") and HII Corporation, its General Partner, a Massachusetts corporation organized pursuant to Massachusetts General Laws c. 156B (collectively the "Applicants"), hereby jointly apply to the Boston Redevelopment Authority (the "Authority") pursuant to the provisions of General Laws c. 121A, Sections 11, 18B and 18C, as amended, and any rules and regulations of the Authority that may be applicable hereto, for the consent of the Authority to the proposed transfer of a project, commonly known as the Franklin Park Associates (the "Project") to the Massachusetts Housing Finance Agency ("MHFA"), and from MHFA to Franklin Park Associates II Limited Partnership, a Massachusetts limited partnership to be organized for the purpose of carrying out the Project under General Laws c.121A ("Franklin II"). The general partner(s) of Franklin II will be Denis A. Blackett (the president and stockholder of HII Corporation) and/or a corporation controlled by Mr. Blackett.

The Project was previously duly authorized and approved by the Authority and was originally developed and operated in accordance with General Laws c. 121A and the Acts of 1960, c. 652, as then amended. A permanent first mortgage loan (the "Mortgage Loan") in the original principal amount of Seven Million One Hundred Fifty-Two Thousand Six Hundred Fifty-Three (\$7,152,653.00) Dollars on the Project is presently held by MHFA.

1. Applicants.

The names and business addresses of the Applicants are as follows:

Franklin Park Associates
28 State Street
Boston, MA 02108

HII Corporation
28 State Street
Boston, MA 02108

Notices and requests by the Authority with regard to this Application should be directed to the following:

Charles King
HII Corporation
28 State Street
Boston, MA 02108

Arthur D. Hittner, Esq.
Peabody & Brown
One Boston Place
Boston, MA 02108

2. Project Address.

The Project is the premises known as the Franklin Park Associates Project. The Project consists of thirteen (13) scattered sites in the Roxbury and Dorchester sections of Boston, Massachusetts. A legal description of the Project area is attached hereto as Exhibit A. The Project consists of 220 units of rental housing, together with parking and related improvements.

3. History.

The Project was originally developed by FPA and the Project was approved by a vote of the Authority on November 21, 1974. Said approval was made pursuant to the provisions of c. 121A, and the Acts of 1960, c. 652, and, thereafter, IMA and the Authority entered into an Agreement, a copy of which is attached hereto as Exhibit B. The Project was completed in 1976.

4. HUD Section 8 Contract.

On October 22, 1976, a Section 8 Housing Assistance Payments Contract ("Section 8 Contract") was executed by HUD and Franklin Park Associates. This Section 8 Contract provides for rent subsidies to all tenants presently residing in the Project (a copy of the Section 8 Contract is attached hereto as Exhibit C). The Applicants are proceeding (with the assistance of MHFA) to secure the necessary HUD approval of the transfer of the Section 8 Housing Assistance Payments Contract to Franklin Park Associates II who will take title to the Project.

5. Description of Sale Transactions.

A Bargain Sale Agreement will be executed between FPA and MHFA pursuant to which FPA will convey the Project to MHFA for a purchase price of approximately \$8,554,491.20, \$6,659,491.00 of which shall be paid by assumption of the Mortgage Loan, the balance of \$1,895,000.00 will be paid at closing. The conveyance pursuant to the Bargain Sale Agreement will occur on or before December 31, 1987.

Following consummation of the foregoing transaction, MHFA will convey the Project to Franklin II, for a purchase price of approximately \$10,219,364.00, \$6,659,491.00 of which will be paid by assumption of the Mortgage Loan, \$1,664,873.00 by delivery of a purchase money note to MHFA, and the balance of \$1,895,000.00 which will be paid at closing. The conveyance from MHFA to Franklin II will occur pursuant to a Purchase and Sale Agreement to be executed between the parties and will take place prior to December 31, 1987.

The foregoing transactions were approved by MHFA by vote of its board on December 8, 1987. A copy of MHFA's approval will be forwarded when available.

6. Management

A Management Plan for the Project currently exists and the current management entity, TSI Management Services, Inc., with experience in the management of projects authorized under General Laws c. 121A and with experience in this project specifically will be retained to implement the same.

7. Succession to the 121A Project.

It is intended that Franklin II shall undertake all of the obligations and rights under the 121A arrangement with the City of Boston, which arise after the transfer of title to the Project, and be substituted for FPA from that time forward in every way relating to the Project. Franklin II is willing to execute any and all documents required by the Authority, including a Regulatory Agreement with the Authority and a 6A

Contract with the City of Boston, evidencing such succession and substitution and acknowledging the existence of this Project as a 121A Project upon consummation of the transfer of the Project described in this application.

Denis A. Blackett, the principal of the general partner of FPA will be the general partner of Franklin II (or will be the principal of a corporate general partner thereof). Mr. Blackett has successfully owned and managed many other rental properties in the City of Boston, including other 121A projects known as Intervale-Magnolia, (MHFA No. 74-71-R), Concord Houses (MHFA No. 73-106), and Woodledge (MHFA No. 70-095-R), and, therefore, the principal of Franklin II has the ability requisite to perform the obligations imposed by General Laws c. 121A and to carry out the duties required thereunder with respect to the Project.

The Applicants do not request any changes in the plan for the Project as originally authorized and approved by the Authority in 1973. The proposed transfer will not alter the Project's boundaries and will not affect the objectives, standards, requirements and restrictions as to use, construction and design as set forth in such plan. The proposed transfer will not affect the obligations and duties to be performed and carried out with respect to the Project. Since the Project will be unchanged by reason of the proposed transfer, there will be no effect upon the environment.

WHEREFORE, on the basis of the foregoing, the Applicants respectfully request that the Authority consent to:

- (a) the above-described transfer of the Project to MHFA and by MHFA to Franklin Park Associates II Limited Partnership, together with the transfer of all of the rights, privileges, benefits, exemptions and duties arising upon the transfer of the title to the Project; and
- (b) the formation and organization of Franklin Park Associates II Limited Partnership to acquire the Project pursuant to the requirements of General Laws c. 121A and the Acts of 1960, c. 652, both as amended.

APPLICANT:

FRANKLIN PARK ASSOCIATES

By: HII Corporation, its
General Partner

Charles E. King

By: Denis A. Blackett,
President, by his
duly authorized
attorney-in-fact,
Charles King

APPLICANT:

HII CORPORATION

Charles E. King

By: Denis A. Balckett
President, by his
duly authorized
attorney-in-fact
Charles King

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 17th, 1987

Then personally appeared the above-named Denis A. Blackett, President by his duly authorized attorney-in-fact Charles King, as President of HII Corporation, the General Partner of Franklin Park Associates, who, executed the foregoing Application, and under oath acknowledged that the statements in the foregoing Application are true and correct to the best of his knowledge and belief.

[Signature]
Notary Public

My Commission Expires:

JANET-LEE RAYCLIFFE
NOTARY PUBLIC
My Commission Expires Feb. 20, 1992

APPENDIX ALEGAL DESCRIPTIONPARCEL NO. 1. 128, 130, 132, 134, 136 Adams Street, Dorchester

A certain parcel of land, with the buildings thereon, situate in the Dorchester District of Boston, Suffolk County, Massachusetts, shown as a parcel marked "J. W. Boshar 11353" on a plan of land entitled "Subdivision of Boshar Lot, Dorchester, Mass." Scale 20 feet to an inch, dated Sept. 23, 1941, by Ernest W. Branch, Inc., C. E., recorded with Suffolk Registry of Deeds in Book 5951, Page 492, and bounded and described, according to said plan, as follows:

WESTERLY by Adams Street, one hundred six and 66/100 (106.66) feet;
 NORTHWESTERLY by a curved line forming the junction of Adams Street and Leedsville Street, twelve and 09/100 (12.09) feet;
 NORTHWESTERLY by Leedsville Street, eighty-nine and 83/100 (89.83) feet;
 EASTERLY by land marked "3663" on said plan, one hundred sixteen and 44/100 (116.44) feet; and
 SOUTHERLY by owner undesignated on said plan, one hundred (100) feet;

said premises being known as 128-136 Adams Street.

PARCEL NO. 2. 30-32 Bicknell Street, Dorchester

A certain parcel of land with the buildings thereon now numbered 30-32 Bicknell Street in that part of Boston called Dorchester and comprising all of lot 27 and a 10-foot strip on the northerly side of lot 26 on a plan made by Whitman & Breck, Surveyors, dated February 6, 1875, recorded with Suffolk Deeds, Book 1291, Page 103, bounded and described as follows:

Easterly by Bicknell Street, formerly Bicknell Avenue, fifty-six and 5/10 (56.5) feet;
 Northerly by land of owners unknown, one hundred twenty-five (125) feet more or less;
 Westerly by lots 10 and 11, shown on said plan, sixty-one and 7/10 (61.7) feet; and
 Southerly by the remaining portion of said lot 26 by a line parallel with and distant ten feet southerly from the division line between said lots 26 and 27, one hundred twenty-five (125) feet.

Containing 7306 square feet of land more or less.

PARCEL NO. 3. 20, 24, 23, 32 Mt. Bowdoin Avenue, Dorchester

The land with the buildings thereon, in that part of Boston called Dorchester, more particularly described as follows:

FIRST PARCEL

Beginning on Mt. Bowdoin Avenue, at the northwesterly corner of lot marked B on a plan hereinafter mentioned, being the southwesterly corner of the described premises; thence easterly by said lot marked B on said plan, ninety-eight and twenty-five one hundredths (98.25) feet to a corner; thence northerly by lot marked G on said plan, one hundred six and twenty-four one hundredths (106.24) feet to a corner; thence in a course a little south of west by land of owners unknown, one hundred thirty-six and twenty-eight one hundredths (136.28) feet to said Mt. Bowdoin Avenue; and thence by said Mt. Bowdoin Avenue, in a curved line southeasterly, twenty-three and fifteen one hundredths (23.15) feet to the point of beginning. Being lot marked A on a plan entitled "Plan of Land in Boston (Dorchester) Scale 30 feet to an inch, Oct. 29, 1927, S.L. Leftovith, Consulting Surveyor, 40 Court St., Boston", and filed with Suffolk County Registry of Deeds, in Book 4950 Page 221.

SECOND PARCEL

Beginning on said Avenue, at the northwesterly corner of the described premises, being the southwesterly corner of lot marked A on a plan hereinafter mentioned; thence easterly by said lot marked A on said plan, ninety-eight and twenty-five one hundredths (98.25) feet to a corner; thence southerly by lot marked G on said plan, forty-nine (49) feet to a corner; thence westerly by lot marked C on said plan, eighty-seven and ninety-two one hundredths (87.92) feet to said Mt. Bowdoin Avenue; and thence by said Mt. Bowdoin Avenue, in a curved line northwesterly, fifty and nineteen one hundredths (50.19) feet to the point of beginning. Said premises being lot marked B on a plan entitled "Plan of Land in Boston (Dorchester), Scale 30 feet to an inch, Oct. 29, 1927, S.L. Leftovith, Consulting Surveyor, 40 Court St., Boston", and filed with Suffolk County Registry of Deeds, in Book 4950 Page 221.

THIRD PARCEL

Beginning on said Avenue at the northwesterly corner of the described premises being the southwesterly corner of lot marked B on a plan hereinafter mentioned thence easterly by said lot marked B on said plan, eighty-seven and ninety-two one hundredths (87.92) feet to a corner; thence southerly by lot marked E on said plan, forty-nine and seventy-nine one hundredths (49.79) feet to a corner; thence westerly by lot marked D on said plan, eighty-nine (89) feet to said Mt. Bowdoin Avenue; and thence by said Mt. Bowdoin Avenue, by a curved line in a northwesterly direction, forty-nine and ninety-one one hundredths (49.91) feet to the point of beginning. Said premises being lot marked C on a plan entitled "Plan of Land in Boston (Dorchester) Scale 30 feet to an inch, Oct. 29, 1927, S.L. Leftovith, Consulting Surveyor, 40 Court St., Boston", and filed with Suffolk County Registry of Deeds, in Book 4950 Page 221.

FOURTH PARCEL

Beginning on said avenue, at the northwesterly corner of the described premises being the southwesterly corner of lot marked C on a plan hereinafter mentioned, thence easterly by said lot marked C on said plan, eighty-nine (89) feet to a corner; thence southerly by lot marked E on said plan, fifty-three and thirty-three one hundredths (53.33) feet to Mallon Road; thence westerly by said

Mallon Road, ninety-four and seventy-two one hundredths (94.72) feet; thence in a westerly, north-easterly and northerly course by a curved line of ten (10) foot radius, nineteen and eighty-six one hundredths (19.86) feet; thence a curved line in a northeasterly direction by said Mt. Bowdoin Avenue, thirty-five and ninety-two one hundredths (35.92) feet to the point of beginning. Said premises being lot marked D on a plan entitled "Plan of Land in Boston (Dorchester) Scale 30 feet to an inch, Oct. 29, 1927, S.L. Leftovith, Consulting Surveyor, 40 Court St., Boston", and filed with Suffolk County Registry of Deeds, in Book 4950 Page 221.

Said premises are numbered 20-24-28-32 Bowdoin Avenue, in the present numbering of Bowdoin Avenue, in the Dorchester District of Boston.

PARCEL NO. 4. 134, 136, 83, 140 Crawford Street, Roxbury

The land with the buildings thereon in Boston, Roxbury District, Suffolk County, Massachusetts situated on Crawford Street, bounded and described as follows:

Beginning at a point, said point being on the westerly sideline of Crawford St. and being 315.42 ft. distant from the intersection of the northerly sideline of Harold St. with the westerly sideline of Crawford St., thence by said line of Crawford Street northerly along a curve to the right one hundred two and twenty-five one hundredths (102.25) feet to a corner; thence, northwesterly by land of the City of Boston one hundred and ninety-one one hundredths (100.91) feet to a corner; thence, southwesterly by land of the Boston Redevelopment Authority one hundred one and thirty-two one hundredths (101.32) feet to a corner; thence, southeasterly by land of the Boston Redevelopment Authority and land of Edward R. and Hazel G. Hill one hundred thirteen and forty-one one hundredths (113.41) feet to the point of beginning.

Containing 10,524 square feet.

Said premises being shown on "Plan of Land—Boston (Roxbury) Mass." prepared by Harry R. Feldman, Inc., Surveyors, Boston, Mass. dated May 13, 1970 as revised June 16, 1970,

PARCEL NO. 5. 41-43 Esmond Street, Dorchester

A certain parcel of land containing 5379 square feet with the buildings thereon situated on the Southwesterly side of Esmond Street (formerly called Westview Street) a short distance Southeast of Blue Hill Avenue in that part of Boston, formerly Dorchester, comprising Lot 55 on Charles H. W. Wood's Plan, dated August 3, 1895, recorded with Suffolk Deeds, Book 2301, page 531, and said parcel is bounded and described as follows, to-wit:

NORTHEASTERLY	by Esmond Street fifty-five (55) feet;
SOUTHEASTERLY	by Lot 56 on said plan ninety-seven and 90/100 (97.99)
SOUTHWESTERLY	by land formerly of one Shurtleff fifty-five (55) feet; and
NORTHWESTERLY	by Lot 54 on said plan ninety-seven and 70/100 (97.70) feet.

The northeasterly corner of the above-described premises is 517.90 feet from the intersection of the Westerly side of Esmond Street and the Southerly side of Blue Hill Avenue.

PARCEL NO. 6. 85 Esmond Street, Dorchester

The land with the building thereon in that part of Boston, Suffolk County, Massachusetts, formerly Dorchester, situate and now numbered 85 on Esmond Street and being shown as lot B on "Plan of Land in Boston, Mass., (Dorchester District)," dated April 27, 1918, made by N. J. Holland, C.E., recorded with Suffolk Deeds, Book 4094, Page 557, and bounded and described as follows:

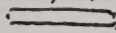
EASTERLY by Esmond Street, eighty-eight and 56/100 (88.58) feet;
SOUTHERLY by land now or formerly of Allen, one hundred twenty-two and 40/100 (122.40) feet;
WESTERLY by land now or formerly of Allen and land now or formerly of Donovan, eighty-five and 30/100 (85.30) feet; and
NORTHERLY by Lot A on said plan, one hundred twenty-one and 57/100 (121.57) feet.

Containing 10,590 square feet land more or less

The above description is set forth in deed from Herbert A. Cook and Margaret A. Cook, husband and wife as tenants by the entirety, to Foster E. Hill and Florence R. Hill, husband and wife as tenants by the entirety, as recorded with Suffolk County Registry of Deeds in Book 8269, Page 273.

The southeasterly corner of the above-described premises is 315 feet $\pm$ from the intersection of the easterly side of Esmond Street and the northerly side of Harvard Street.

PARCEL NO. 7. 38-40 McLellan Street, Dorchester

ALL that certain lot, piece or parcel of land situate, lying and being in the Dorchester District of Boston, Suffolk County, Massachusetts being shown on a plan entitled "Building Location Plan, Boston, (Dorchester) Mass. Nos. 38 and 40 McLellan Street" dated November 17, 1969 by Joseph Selwyn, Civil Engineer, which said plan is  recorded , bounded and described according to said plan as follows:

SOUTH-WESTERLY by McLellan Street, 67.2 feet;
NORTH-WESTERLY by Lots 16, 15 and 14 on said plan, 125.62 feet;
NORTH-EASTERLY by Lot 20 as shown on said plan 54.7 feet; and
SOUTH-EASTERLY by a three foot strip (being the remaining three feet of lot 17 on a plan by Garbett and Wood, Surveyors, dated July 13, 1880 recorded with Suffolk Deeds in Book 1504, page 3) the line running parallel to and three feet North-westerly of the North-westerly line of Lot 18 on said last mentioned plan, 125.00 feet.

Containing 7618 square feet of land according to the first mentioned plan.

PARCEL NO. 8. 132-140 Seaver Street, Roxbury

That certain parcel of land situate in that part of Boston formerly Roxbury, in the County of Suffolk and the Commonwealth of Massachusetts, bounded and described as follows:

- SOUTHWESTERLY by the northeasterly line of Seaver Street, one hundred fifty-three and 78/100 (153.78) feet;
- NORTHWESTERLY by Lot A, as shown on plan No. 11995-A filed with Certificate of Title No. 21812 in the Suffolk Registry District, one hundred thirty-four and 78/100 (134.78) feet;
- NORTHEASTERLY by land now or formerly of Francis Friedman, land now or formerly of Lillian Chase, land now or formerly of Rose Glachow, and land now or formerly of Lena Ratzkoff, one hundred fifty-three and 78/100 (153.78) feet; and
- SOUTHEASTERLY by Lot 4, as shown on plan No. 11995-B hereinafter mentioned, one hundred thirty-four and 84/100 (134.84) feet.

Said land is shown as Lots 1, 2 and 3 on a subdivision plan drawn by Schein & Levine, Civil Engineers, dated January 1928, as approved by the Land Court, filed in the Land Registration Office as plan No. 11995-B, a copy of the portion of which is filed with Certificate of Title No. 24618 in the Suffolk Registry District.

PARCEL NO. 9. 280-296 Seaver Street, Roxbury

A certain parcel of land with the buildings thereon situated on Seaver Street in that part of Boston called Roxbury, being shown as lot on a "Plan of Land in Boston, Mass. Roxbury District, 280, 286, 294 Seaver Street, Scale 1 inch-30 feet, dated April 14, 1969, Francis McHugh, Surveyor" to be recorded herewith. Said parcel is bounded and described as follows:

- SOUTHWESTERLY by Seaver Street, two hundred and five and 27/100 (205.27) feet;
- NORTHWESTERLY by land now or formerly of Parker as shown on said plan one hundred and three and 27/100 (103.27) feet;
- NORTHEASTERLY by land now or formerly of Henderson, Bowen, Friedman, and Smith, all shown on said plan, two hundred and five (205) feet; and
- SOUTHEASTERLY by a line passing through a passageway as shown on said plan, one hundred and twelve and 82/100 (112.82) feet.

PARCEL NO. 10. 122 Talbot Avenue, Dorchester

A certain parcel of land with the buildings thereon situated in that part of Boston, formerly Dorchester, Suffolk County, in Talbot Avenue, said buildings being numbered 122 in the numbering of Talbot Avenue, being shown as Lot B on a plan recorded in Suffolk Registry of Deeds in Book 3367, Page 101, dated May 14, 1909, bounded as follows:

SOUTHWESTERLY	by Talbot Avenue, eighty-six (86.0) feet;
NORTHWESTERLY	by Lot A as shown on said plan, fifty-eight and 54/100 (58.54) feet;
NORTHERLY	by Kerwin Street, sixteen and 89/100 (16.89) feet;
EASTERLY	by Lot C as shown on said plan, sixteen and 46/100 (16.46) feet;
NORTHEASTERLY	by said Lot C as shown on said plan, sixty-two and 68/100 (62.68) feet; and
SOUTHEASTERLY	by Lot D as shown on said plan, fifty-five (55.0) feet.

Containing according to said plan 4,910 square feet, more or less.

PARCEL NO. 11. 282-292 Talbot Avenue, 48-52 Aspinwall Street, 42-46 Whitfield Street, Dorchester

The land, with the buildings thereon, situated in that part of Boston called Dorchester, Suffolk County, Massachusetts, shown as Lot No. 1, Lot No. 2, Lot No. 3, Lot No. 4 and Lot No. 5 on a plan entitled "Survey Showing Subdivision of Tract", Scale 15' to 1 in., by William F. Hatch, Civil Eng., dated March 2, 1915, recorded with Suffolk Deeds in Book 3670, Page 265, and together bounded and described as follows:

SOUTHWESTERLY by Talbot Avenue, one hundred thirty-seven and 55/100 (137.55) feet;
SOUTHWESTERLY, WESTERLY and NORTHWESTERLY on a curved line at the corner of said Talbot Avenue and Aspinwall Road, twenty-four and 52/100 (24.52) feet;
NORTHWESTERLY by said Aspinwall Road, one hundred sixteen and 15/100 (116.15) feet;
NORTHEASTERLY by Whitfield Street, ninety-seven and 47/100 (97.47) feet; and
NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY by a curved line at the corner of said Whitfield Street and Talbot Avenue, twenty-two and 6/10 (22.6) feet.

Containing 3290 square feet, more or less, the buildings on said premises are presently known and numbered as 282-292 Talbot Avenue, 42-46 Whitfield Street and 48-52 Aspinwall Road.

PARCEL NO. 12. 11-11A Wales Street, Dorchester

A certain parcel of land with the buildings thereon being numbered 11 and 11-A Wales Street situated in that part of said Boston formerly called Dorchester, being Lot 20 on plan made by Shedd & Sawyer dated January, 1872, recorded with Suffolk Deeds Book 1098, Page 218 and bounded and described as follows:

NORTHEASTERLY	on Wales Street, eighty (80) feet;
SOUTHEASTERLY	on Lot 21 on said plan, one hundred and twenty-five (125) feet;
SOUTHWESTERLY	on Lot 39 on said plan, eighty (80) feet; and
NORTHWESTERLY	on Lot 19 on said plan, one hundred and twenty-five (125) feet.

Containing 10,000 square feet according to said plan.

PARCEL NO. 13. 20 Wales Street, Dorchester

A certain parcel of land situated in Boston, in that part called Dorchester, with the buildings thereon, and as shown as the Lot numbered 10 on a plan drawn by Shedd and Sawyer, dated January, 1872, and recorded with Suffolk Deeds, Book 1098, Page 218, and bounded and described as follows:

SOUTHEASTERLY	by lot numbered 9 on said plan, one hundred twenty-five (125) feet;
SOUTHWESTERLY	by Wales Street, eighty (80) feet;
NORTHWESTERLY	by the lot numbered 11 on said plan, one hundred twenty-five (125) feet; and
NORTHEASTERLY	by land now or formerly of Samuel Bradstreet, eighty (80) feet.

Be all of said measurements more or less.

AGREEMENT BETWEEN THE CITY OF BOSTON

AND

FRANKLIN PARK ASSOCIATES, LTD.

UNDER G.L. c.121A, s.6A

Agreement made this 25th APRIL day of ~~March~~, 1975 by and between FRANKLIN PARK ASSOCIATES, LTD., a limited partnership organized under G.L. c.109 (FPA) and the CITY OF BOSTON, a municipal corporation of the Commonwealth of Massachusetts (the "City") acting under G.L. c.121A, s.6A and every other power and authority hereto enabling.

WHEREAS, an application dated October 24, 1974 (the "Application") was filed by FPA with the Boston Redevelopment Authority (the "Authority") under the provisions of G.L. c.121A for approval of a project (the "Project") involving the rehabilitation of 13 variously located apartment buildings in Dorchester and Roxbury into approximately 231 apartment units, with which Application a copy of this form of contract was filed as an exhibit; and

WHEREAS, the Authority approved the Project by a vote adopted November 21, 1974; and

WHEREAS, the Mayor of the City of Boston approved the aforementioned vote of the Authority on November 27, 1974.

NOW, THEREFORE,

1. FPA hereby agrees with the City as follows:

- A. To carry out the Project by constructing, operating and maintaining the same in accordance with the Application and the provisions of G.L. c.121A, as now existing, and the rules and regulations setting minimum standards for the financing, construction, maintenance and management of the Project as set forth or referred to in the Authority's approval of the Project.
- B. To pay to the Commonwealth of Massachusetts in each of the 40 calendar years, with respect to the Project's separate existence at any time within the preceding calendar year, the excise tax payable under G.L. c.121A, s.10. In connection therewith, the Assessing Department hereby determines for purposes of the last paragraph of G.L. c.121A, s.10, and shall certify to the State Tax Commission and to the Owner annually pursuant to the second paragraph of G.L. c.121A, s.10 so long as this contract is in effect, a fair cash value of the Project which shall not exceed but may be less than that amount which would result in an annual excise tax under G.L. c.121A, s.10 equal to the amounts prescribed by Paragraph C. (i), (ii), (iii), and (IV) below
- C. In addition to the excise payable under G.L. c.121A, s.10, to pay to the City in each of the 40 calendar years, with respect to its separate existence at any time within the preceding calendar year, the amount, if any, by which the excise prescribed by G.L. c.121A, s.10 is exceeded by:
- (i) Thirty Thousand Dollars (\$30,000.00) with respect to the year ending December 31, 1974;

- (ii) Forty Thousand Dollars (\$40,000.00) with respect to the year ending December 31, 1975;
- (iii) Forty Thousand Dollars (\$40,000.00) with respect to the year ending December 31, 1976; and
- (iv) With respect to years ending after December 31, 1976, an amount equal to the sum of the following:

(a) the percentage of the annual gross basic rental charge for units of the project subsidized pursuant to Chapter 708 of the Acts of 1966, as amended by Chapter 855 of the Acts of 1970 (hereinafter, "Section 13A") as indicated for the respective years in column (1) of the Table of Tax Rates below; plus

(b) the percentage of income attributable to other residential units of the Project as indicated for the respective years in Column (2) of the Table of Tax Rates below; plus

(c) twenty percent (20%) of any commercial income for all years ending after December 31, 1976.

TABLE OF TAX RATES

Year Ending December 31	Column 1 % to be Applied to Annual Gross Basic Rental Charge for Units Assisted by Section 13A	Column 2 % to be Applied to Rental Income Derived from Other Residential Units
1977	16	10
1978	17	11
1979	18	12
1980	18	13
1981	18	14
1982	18	15
1983	18	16
1984	18	17
1985 and succeeding years	18	18

*See amendment
as of 1/28/83*

For purposes of this agreement, the "basic rental charge" shall be those amounts, as they may be revised from time to time, established as the basic rental charge for assisted units in the Interest Subsidy Contract for the Project entered into by Franklin Park Associates, The Massachusetts Housing Finance Agency, and the Massachusetts Department of Community Affairs pursuant to Section 13A.

- D. To file with the Assessors within fifteen (15) days of the end of each calendar year a statement of the income and expenses of the Project, and the construction cost, replacement cost, and book value of the same for the preceding calendar year.
- E. To file with the Assessors within ninety (90) days of the end of each calendar year an audited report by a certified public accountant consisting of a statement of profit and loss, a balance sheet, and statement of receipts and disposition of funds for the preceding calendar year, and a certified copy of the Urban Redevelopment Excise Return as submitted to the Department of Corporations and Taxation.
- F. To submit to the Commissioner of Assessing or his designated representative written authorization to examine all Urban Redevelopment Excise Returns and attachments thereto, which FPA files with the Department of Corporations and Taxation.

G. To perform all of its obligations under a certain Regulatory Agreement dated November , 1974 between FPA and the Authority, pursuant to G.L. c.121A, s.18C, which Agreement is incorporated herein by reference.

H. To make payment of any amounts which may become due under the provisions described in paragraph 1C. no later than fifteen (15) days from the date on which the excise is due to the Commonwealth of Massachusetts.

2. FPA and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of G.L. c.121A, or of Chapter 652 of the Acts of 1960, as amended, or the Rules, Regulations, and Standards now applicable to the Project shall not affect the Project.

3. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Executed as a sealed instrument the day and year first above mentioned.

ASSENTED TO:

FRANKLIN PARK ASSOCIATES, LTD.

HII Corporation, General Partner

By Bernard F. Shadrawy
Bernard Shadrawy,
Commissioner of Assessing

By D. A. Blackett
Denis A. Blackett, President

APPROVED AS TO FORM:

CITY OF BOSTON

By Herbert P. Gleason
Herbert P. Gleason,
Corporation Counsel

By Kevin H. White
Kevin H. White, Mayor

APR 25 1975

AGREEMENT

FPA 121A Agreement
w/ City

AGREEMENT made this 25th day of April, 1975 between

FRANKLIN PARK ASSOCIATES, LTD. (FPA), a limited partnership organized under Mass. G.L. c.109, the CITY OF BOSTON (the City), a municipal corporation of the Commonwealth of Massachusetts acting under G.L. c.121A, s.6A and every other power and authority hereto enabling and Massachusetts Housing Finance Agency (MHFA), a body politic and corporate organized and operating under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts and every other power and authority hereunto enabling.

WHEREAS, on October 24, 1974 FPA filed with the Boston development Authority (the Authority) an application under Mass. G.L. c.121A for approval of a project (the Project) for rehabilitation of thirteen apartment buildings variously located in Dorchester and Roxbury into approximately 231 units, which Project was approved by vote of the Authority on November 21, 1974 and by the Mayor of the City on November 27, 1974;

MHFA is providing construction and permanent mortgage financing for the Project (MHFA No. 74-040-R);

Pursuant to the approved application under Mass. G.L. C.121A, FPA and the City have entered into an agreement under Mass. G.L. c.121A, s.6 (the 6A Agreement) which establishes the payments which FPA is to make in lieu of real estate taxes on the Project; and

FPA, the City and MHFA wish to establish an understanding on certain aspects of future payments by FPA in lieu of real estate taxes.

NOW THEREFORE, FPA, the City and MHFA agree as follows:

MHFA has established future projected rents to be charged for the units in the Project, which rents are based upon the anticipated permanent interest rate which FPA will pay MHFA for its mortgage financing. In turn, those rents provide the basis for computing the annual amount which FPA is to pay under the 6A Agreement in lieu of real estate taxes on the Project. The interest rates available to MHFA projects vary from time to time, as a result of which the permanent mortgage interest rate for the Project may be less than presently anticipated by MHFA. A lower interest rate can variously result in reduced rent levels, a less stringent Project operating budget and increased net income from the Project to FPA. Adjustments to rent levels will necessarily be reflected in adjustments to the payments by FPA to the City under the 6A Agreement but an increase in net Project income to FPA would not affect those payments as the 6A Agreement is presently written.

FPA, the City and MHFA hereby agree in principle that if the permanent mortgage interest rate for the Project is less than presently anticipated by MHFA and, as a result of that interest differential, the net income of the Project received by FPA is

CC PH
ORIG-JTP

Boston Redevelopment Authority

RECEIVED

JAN 11 1984

HOUSING INNOVATIONS, INC.

PROJECT / CHRON

~~DAB~~ • ~~RML~~ • ~~FW~~ •

BS • ~~IP~~ • ~~MTA~~ •

~~AM~~ • JS • PH • RL •

January 10, 1984

Denis A. Blackett
Franklin Park Housing
Corporation (Housing Innovations)
One Court Street
Boston, MA 02108

Dear Mr. Blackett:

RE: Amendment to 6A Contract - Franklin Park Associates

Enclosed is an amendment to the above noted contract which caps the
Section 8 apartment units at 15%.

We hope this will be of help to your project. Good luck.

Very truly yours,

William E. McGrath

William E. McGrath
121A Project Coordinator

cc: R. Ryan
K. Simonian
A. Shea
J. Campbell
F. Moynihan
L. Richards (A. Courtney)
M. Richardson

LA2/DD/010984

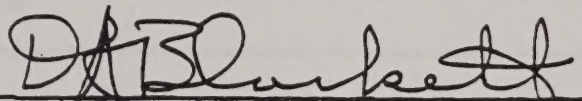
1 City Hall Square
Boston, Massachusetts 02201
(617) 722-4300

Boston Redevelopment Authority is an Equal Opportunity / Affirmative Action Employer

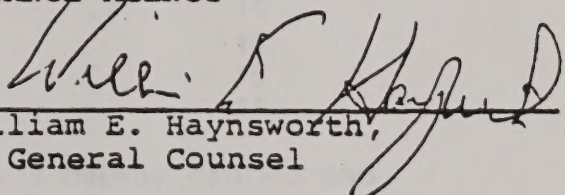
increased, then FPA will pay additional amounts in lieu of real estate taxes for the Project based upon a percentage, to be agreed upon at that time, of such increase, provided such additional payments do not, in the opinion of MHFA, jeopardize the continuing feasibility of the Project. FPA and the City agree to amend the 6A Agreement at such time as may be necessary to provide for payment of such additional amounts.

EXECUTED UNDER SEAL the day and year first written above.

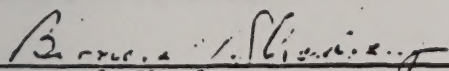
FRANKLIN PARK ASSOCIATES, LTD.
By HII Corporation, General Partner

By: 
Denis A. Blackett, President

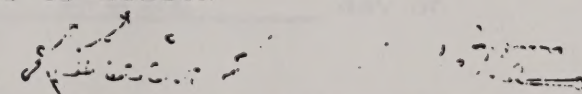
MASSACHUSETTS HOUSING
FINANCE AGENCY

By: 
William E. Haynsworth,
General Counsel

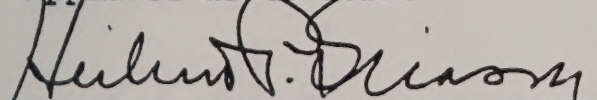
ASSENTED TO:


Bernard Shadrawy,
Commissioner of Assessing

CITY OF BOSTON

By: 
Kevin H. White, Mayor

Approved as to form:


Herbert P. Gleason,
Corporation Counsel

APR 26 1975

AMENDMENT TO CONTRACT REQUIRED BY SECTION 6A
OF CHAPTER 121A OF THE GENERAL LAWS

The Agreement made on April 25, 1975, by and between Franklin Park Associates, Ltd., and the City of Boston pursuant to Massachusetts General Laws Chapter 121A, Section 6A, is hereby amended by deleting on Page 3, Table of Tax Rates and inserting the following revised Table of Tax Rates in place thereof:

TABLE OF TAX RATES

Year Ending December 31	Column 1	Column 2
	% to be Applied to Annual Gross Basic Rental Charge for Units Assisted by Section 13A	% to be Applied to Rental Income Derived from Other Residential Units
1977	16	10
1978	17	11
1979	18	12
1980	18	13
1981	18	14
1982	18	15
1983	18	15
1984	18	15
1985 and succeeding years	18	15

In all other respects, the said Agreement is hereby ratified and confirmed by the parties.

Executed as a sealed instrument this 26th day of
DECEMBER, 1983.

Franklin Park Associates, Ltd.
By: Franklin Park Housing Corporation,
Its General Partner

By Denis A. Blackett
Denis A. Blackett, President
CITY OF BOSTON

ASSENTED TO:

By [Signature]
Commissioner of Assessing [Signature]

By Kevin H. White
Kevin H. White, Mayor

APPROVED AS TO FORM:

By [Signature]
Corporation Counsel

PART I

HOUSING ASSISTANCE PAYMENTS CONTRACT
CONTRACT NO. MA 06-H058-001-00002
NEW CONSTRUCTION OR SUBSTANTIAL REHABILITATION
MHFA 741040-R

AUG 1975

TECH SECTION 8 ACC NUMBER: A06-H058-001 B-1115	ACC LIST NUMBER AND DATE: B-76-128 1/68/76	NEW CONSTRUCTION PROJECT NUMBER: or SUBSTANTIAL REHABILITATION PROJECT NUMBER: MA-06-H058-001
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This Housing Assistance Payments Contract ("Contract") is entered into by and between the Massachusetts Housing Finance Agency ("HFA"), which is a public housing agency as defined in the United States Housing Act of 1937, 42 U.S.C. 1437, et seq. ("Act"), at section 1437a(6), and Franklin Park Associates, Ltd. ("Owner"), and approved by the United States of America acting through the Department of Housing and Urban Development ("Government"), pursuant to the Act and the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq.

The parties hereto agree as follows:

SIGNIFICANT DATES AND OTHER ITEMS: CONTENTS OF CONTRACT

- a. Effective Date of Contract. The effective date of this Contract is October 22, 19 76 [This date shall be no earlier than the date of approval by the Government.]
- b. Initial Term of Contract. The initial term of this Contract (see Section 1.4a) shall be 5 years [not to exceed five years], beginning with the effective date of this Contract and ending October 22, 19 81.
- c. Number and Length of Optional Additional Terms. The number and length of optional additional terms (see Section 1.4a) shall be 1 term of 5 years each [not to exceed five years each].
- d. Maximum Total Term of Contract. The maximum total term of this Contract for any unit, including renewals, shall be as specified in Section 1.4a.
- e. Fiscal Year. The ending date of each Fiscal Year (see Section 1.4b) shall be December 31 (insert March 31, June 30, September 30, or December 31, as determined by the Government).
- f. Annual Contributions Contract. The Annual Contributions Contract applicable to this Contract ("ACC") (see Section 1.5a) is the ACC dated 4/26, 19 76, with respect to Project No. MA-06-H058-001.
- g. Maximum Housing Assistance Commitment. The maximum amount of the commitment for housing assistance payments under this Contract (see Section 1.6a) is \$ 708,528 per annum. [Enter amount specified in the ACC for housing assistance payments, exclusive of the Financing Cost Contingency.] This amount shall be subject to increase pursuant to Section 1.5c(2) or 1.5f(3) of the Agreement or Section 1.9c(3) of this Contract, as appropriate.
- h. Percent of Units to be Leased to Very Low-Income Families. In the initial renting of the Contract Units, the minimum percentage of those units required to be leased to Very Low-Income Families (see Section 1.10c(1)) shall be 66 percent.

Contents of Contract. This Contract consists of Part I, Part II, and the following exhibits:

Exhibit A: The schedule showing the number of units by size ("Contract Units") and their applicable rents ("Contract Rents");

Exhibit B: The project description;

Exhibit C: The statement of services, maintenance and utilities to be provided by Owner;

Exhibit D: The Affirmative Fair Housing Marketing Plan, if applicable; and see PROPOSAL

Additional exhibits: [Specify additional exhibits, if any. If none, insert "None."] None

This Contract, including said exhibits, comprises the entire agreement between the parties hereto with respect to the matters contained herein, and neither party is bound by any representations or agreements of any kind except as contained herein or except agreements entered into in writing which are not inconsistent with the Contract.

OWNER'S WARRANTIES.

Legal Capacity. The Owner warrants that he has the legal right to execute this Contract and to lease dwelling units covered by this Contract.

Completion of Work. The Owner warrants that the project as described in Exhibit B is in good and tenable condition and that the project has been completed in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract ("Agreement") or will be considered in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract ("Agreement").

- a. Term of Contract.
 [Alternative provisions—incorporate alternative 1, 2, or 3, as applicable.]

ALTERNATIVE 1—GENERAL.

The initial term of this Contract shall be as stated in Section 1.1b. This Contract may be renewed for the number and length of additional terms stated in Section 1.1c, provided that the total Contract term for any unit, including renewals, shall not exceed the following: (1) if a combination of interim and permanent financing is utilized for the project, 40 years [insert number equal to the anticipated term of the permanent financing plus a period not to exceed 7 years] or a period terminating on the date of the last payment of principal due on said permanent financing, whichever is less; or (2) if ~~the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the units in each stage; Provided, however, that the total Contract term for the units in all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term for any unit specified in this paragraph, plus two years.~~

Renewals shall be automatic unless either party notifies the other in writing, no later than 60 days prior to the expiration of the current term, of his desire not to renew, and the other party agrees in writing that there shall be no renewal. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the units in each stage; Provided, however, that the total Contract term for the units in all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term for any unit specified in this paragraph, plus two years.

ALTERNATIVE 2—FOR MOBILE HOME PROJECT:

~~In the case of mobile homes, the initial term of this Contract for each mobile home shall be as stated in Section 1.1b. This Contract may be renewed with respect to any mobile home for the number and length of additional terms as stated in Section 1.1c, provided that the total Contract term for any mobile home, including renewals, shall not exceed years. [Insert number as authorized by the Government pursuant to 24 CFR, Section 893.206.] Renewals shall become effective only if either party gives written notice, with a copy to the Government, no later than 60 days prior to the expiration of the current term, of his desire to renew, and the other party and the Government give their written concurrence and approval, respectively, before the expiration of the current term. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the mobile homes in each stage; Provided, however, that the total Contract term for the mobile homes in all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term stated in Section 1.1d, plus two years. For purposes of this paragraph a, the term "mobile home" means the original mobile home and any replacement(s), combined.~~

ALTERNATIVE 3—FOR CERTAIN SUBSTANTIAL REHABILITATION PROJECTS:

For a Substantial Rehabilitation project, where the relative cost of the rehabilitation is less than 15 percent of the value of the project after completion of the rehabilitation, the Contract shall be for one term of not more than five years for any dwelling unit. If the project is completed in stages, this term shall be separately related to the units in each stage; Provided, however, that the total Contract term for the units in all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed said Contract term, plus two years.

- b. Fiscal Year. The Fiscal Year for the project shall be the 12-month period ending on the date stated in Section 1.1e; Provided, however, that the first Fiscal Year for the project shall be the period beginning with the effective date of the Contract and ending on the last day of said established Fiscal Year which is not less than 12 months after such effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual housing assistance payment in Section 1.6a may be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

ANNUAL CONTRIBUTIONS CONTRACT.

- a. Identification of Annual Contributions Contract. The HFA has entered into an Annual Contributions Contract with the Government, as identified in Section 1.1i, under which the Government will provide financial assistance to the HFA pursuant to section 8 of the Act for the purpose of making housing assistance payments. A copy of the ACC shall be provided upon request.
- b. HFA Pledge of ACC Payments. The HFA hereby pledges to the payment of housing assistance payments pursuant to this Contract the annual contributions payable under the ACC for such housing assistance payments. The HFA shall not, without the consent of the Owner, amend or modify the ACC in any manner which would reduce the amount of such annual contributions, except as authorized in the ACC and this Contract.
- c. Government Approval of Housing Assistance Payments Contract. The approval of this Contract by the Government signifies that the Government has executed the ACC and that the ACC has been properly authorized; that the faith of the United States is solemnly pledged to the payment of annual contributions pursuant to said ACC; and that funds have been obligated by the Government for such payments to assist the HFA in the performance of its obligations under the Contract.

MAXIMUM HOUSING ASSISTANCE COMMITMENT; PROJECT ACCOUNT.

- a. Maximum Housing Assistance Commitment. Notwithstanding any other provisions of this Contract (other than paragraph b of this Section) or any provisions of any other contract between the HFA and the Owner, the HFA shall not be obligated to make and shall not make any housing assistance payments under this Contract in excess of the amount per annum stated in Section 1.1g; Provided, however, that this amount shall be reduced commensurately with any reduction in the number of Contract Units or in the Contract Rents or pursuant to any other provision of the ACC or this Contract (except reductions in Contract Rents pursuant to Section 1.9e(1)).
- b. Project Account. As provided in the ACC, in order to assure that housing assistance payments will be increased on a timely basis to cover increases in Contract Rents or decreases in Family Incomes:
- (1) A Project Account shall be established and maintained, in an amount as determined by the Government consistent with the amount of

General.

- (1) Housing assistance payments shall be paid to the Owner for units under lease by Families in accordance with the Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of said rent payable by the Family as determined in accordance with the Government-established schedules and criteria.
- (2) The amount of housing assistance payment payable on behalf of a Family and the amount of rent payable by such Family shall be subject to change by reason of changes in Family Income, Family composition, or extent of exceptional medical or other unusual expenses in accordance with the Government-established schedules and criteria; or by reason of adjustment by the HFA of any applicable Allowance for Utilities and Other Services. Any such change shall be effective as of the date stated in a notification of such change to the Family.

Vacancies During Rent-up. If a Contract Unit is not leased as of the effective date of the Contract, the Owner shall be entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner (1) commenced marketing and otherwise complied with Section 1.3b of the Agreement, (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on his waiting list, if any, requesting the HFA and other appropriate sources to refer eligible applicants, and advertising the availability of the unit, and (3) has not rejected any eligible applicant, except for good cause acceptable to the HFA.

Vacancies After Rent-up.

- (1) If a Family vacates its unit (other than as a result of action by the Owner which is in violation of the Lease or the Contract or any applicable law), the Owner shall receive housing assistance payments in the amount of 80 percent of the Contract Rent for a vacancy period not exceeding 60 days; Provided, however, that if the Owner collects any of the Family's share of the rent for this period in an amount which, when added to the 80 percent payments, results in more than the Contract Rent, such excess shall be payable to the Government or as the Government may direct. (See also Section 1.10b.) The Owner shall not be entitled to any payment under this subparagraph unless he: (i) immediately upon learning of the vacancy, has notified the HFA of the vacancy or prospective vacancy and the reasons for the vacancy, and (ii) has taken and continues to take the actions specified in paragraphs b(2) and b(3) of this Section.
- (2) If the Owner evicts a Family, he shall not be entitled to any payment under paragraph c(1) of this Section unless the request for such payment is supported by a certification that (i) he gave such Family a written notice of the proposed eviction, stating the grounds and advising the Family that it had 10 days within which to present its objections to the Owner in writing or in person and (ii) the proposed eviction was not in violation of the Lease or the Contract or any applicable law.

Limitation on Payments for Vacant Units. The Owner shall not be entitled to housing assistance payments with respect to vacant units under this Section to the extent he is entitled to payments from other sources (e.g., payments for losses of rental income incurred for holding units vacant for relocatees pursuant to Title I of the Housing and Community Development Act of 1974 or payments under Section 1.10b of this Contract).

HFA Not Obligated for Family Rent. The HFA has not assumed any obligation for the amount of rent payable by any Family or the satisfaction of any claim by the Owner against any Family other than in accordance with Section 1.10b of this Contract.

Owner's Monthly Requests for Payments.

- (1) The Owner shall submit monthly requests to the HFA or as directed by the HFA for housing assistance payments. Each such request shall set forth: (i) the name of each Family and the address and/or number of the unit leased by the Family; (ii) the address and/or the number of units, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit A for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Family leasing the unit (or, where appropriate, the amount to be paid the Family in accordance with Section 1.3b(2)); and (v) the total amount of housing assistance payments requested by the Owner.
- (2) Each of the Owner's monthly requests shall contain a certification by him that to the best of his knowledge and belief (i) the dwelling unit is in Decent, Safe, and Sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of this Contract and is payable under the Contract, and (iv) none of the amount claimed has been previously claimed or paid.
- (3) If the Owner has received an excessive payment, the HFA or the Government, in addition to any other rights to recovery, may deduct the amount from any subsequent payment or payments.
- (4) The Owner's monthly requests for housing assistance payments shall be made subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Recoupment of Savings in Financing Cost.

- (1) In the event that interim financing is used and is continued after the first year of the term of the Contract and the debt service of the interim financing for any period of three months, after such first year, is less than the anticipated debt service under the permanent financing on which the Contract Rents were based, an amount reflecting the savings in financing cost, computed in accordance with paragraph g(2) of this Section, shall be credited by the Government to the Project Account, and withheld from housing assistance payments to the Owner. If during the course of the same year there is any period of three months in which the debt service is greater than the anticipated debt service under the permanent financing, an adjustment shall be made so that only the net amount of savings in financing cost for the year is credited by the Government to the Project Account and withheld by the HFA from the Owner as aforesaid (no increased payments shall be made to the Owner on account of any net excess for the year of actual interim debt service over the anticipated debt service under the permanent financing). Nothing in this paragraph g shall be construed as requiring a reduction in the Contract Rents or precluding adjustments of Contract Rents in

(b) The amount found in paragraph g of this Section shall be credited to the Project Account and withheld from the next housing assistance payment or payments to the Owner.

h. Payments by HFA. The amount of the housing assistance payment, determined in accordance with the provisions of this Contract, up to the amount of the mortgage repayments due the HFA from the Owner pursuant to the mortgage loan made by the HFA for the project, shall be credited to the Owner and transferred monthly by the HFA from the account maintained under the General Depository Agreement pursuant to the ACC in the trustee under the note or bond resolution of the HFA under which the notes or bonds to provide the mortgage loan were issued. Any amount of the housing assistance payment in excess of such credit shall be paid by the HFA directly to the Owner.

8. MAINTENANCE, OPERATION AND INSPECTION.

- a. Maintenance and Operation. The Owner agrees (1) to maintain and operate the Contract Units and related facilities so as to provide Decent, Safe, and Sanitary housing, and (2) to provide all the services, maintenance and utilities set forth in Exhibit C. If the HFA determines that the Owner is not meeting one or more of these obligations, the HFA shall have the right, in addition to its other rights and remedies under this Contract, to abate housing assistance payments in whole or in part.
- b. Inspections Prior to Occupancy.
 - (1) Prior to occupancy of any unit by a Family, the Owner and the Family shall inspect the unit and both shall certify, on forms prescribed by the Government, that they have inspected the unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the prescribed forms. Copies of these reports shall be kept on file by the Owner for at least three years.
 - (2) The HFA shall inspect or cause to be inspected each Contract Unit and related facilities at least annually and at such other times (including prior to initial occupancy and reentering of any unit) as may be necessary to assure that the Owner is meeting his obligation to maintain the units in Decent, Safe, and Sanitary condition and to provide the agreed upon utilities and other services. The HFA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.
- c. Units Not Decent, Safe, and Sanitary. If the HFA notifies the Owner that he has failed to maintain a dwelling unit in Decent, Safe, and Sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, the HFA may exercise any of its rights or remedies under the Contract, including abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and the HFA does not have other section 8 funds for such purposes, the HFA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. Where this is done, the Owner shall be notified that he will be entitled to resumption of housing assistance payments for the vacated dwelling unit if (1) the unit is restored to Decent, Safe, and Sanitary condition, (2) the Family is willing to and does move back into the restored unit, and (3) a deduction is made for the expenses incurred by the Family for both moves.
- d. Notification of Abatement. Any abatement of housing assistance payments shall be effective as provided in written notification to the Owner. The HFA shall promptly notify the Family of any such abatement.
- e. Overcrowded and Underoccupied Units. If the HFA determines that a Contract Unit is not Decent, Safe, and Sanitary by reason of increase in Family size, or that a Contract Unit is larger than appropriate for the size of the Family in occupancy, housing assistance payments with respect to such unit will not be abated, unless the Owner fails to offer the Family a suitable unit as soon as one becomes vacant and ready for occupancy. In the case of an overcrowded unit, if the Owner does not have any suitable units or if no vacancy of a suitable unit occurs within a reasonable time, the HFA will assist the Family in finding a suitable dwelling unit and require the Family to move to such a unit as soon as possible. The Owner may receive housing assistance payments for the vacated unit if he complies with the requirements of Section 1.7c(1).

RENT ADJUSTMENTS.

- a. Funding of Adjustments. Housing assistance payments will be made in increased amounts commensurate with Contract Rent adjustments under this Section up to the maximum amount authorized under Section 1.6 of this Contract.
- b. Automatic Annual Adjustments.
 - (1) Automatic Annual Adjustment Factors will be determined by the Government at least annually; interim revisions may be made as market conditions warrant. Such Factors and the basis for their determination will be published in the Federal Register. These published Factors will be reduced appropriately by the Government where utilities are paid directly by the Families.
 - (2) On each anniversary date of the Contract, the Contract Rents shall be adjusted by applying the applicable Automatic Annual Adjustment Factor most recently published by the Government. Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no case shall the adjusted Contract Rents be less than the Contract Rents on the effective date of the Contract.
- c. Special Additional Adjustments. Special additional adjustments may be granted, when approved by the Government, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract Units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e., assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner or the HFA clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by automatic annual adjustments. The Owner or the HFA shall submit to the Government financial statements which clearly support the increase.
- d. Overall Limitation. Notwithstanding any other provisions of this Contract, adjustments as provided in this Section shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by the HFA (and approved by the Government, in the case of adjustments under paragraph e of this Section); provided, that this limitation shall not be construed to prohibit differences in rents between assisted and comparable unassisted units to the extent that such differences may have existed with respect to the initial Contract Rents.
- e. Adjustment to Reflect Actual Cost of Permanent Financing. This paragraph e shall apply if the project is not permanently financed until after the effective date of the Contract. After the project is permanently financed, the HFA shall submit a certification to the Government as to the actual financing terms and the following provisions shall apply:
 - (1) If the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the Contract Rents currently in effect shall be reduced commensurately, and the amount of the savings shall be credited to the Project Account. The Maximum MFC Ceiling shall be

(iii) One-half of one percent if such projected spread was more than one percent.

(3) After Contract Rents have been adjusted in accordance with paragraph e(1) or e(2) of this Section, the maximum amount of the ACC commitment shall be reduced by the amount of any unused portion of the Financing Cost Contingency, and such portion shall be re-allocated to the then current set-aside of the HFA, if any. At the same time, if the Contract Rents have been increased in accordance with paragraph e(2) of this Section, the maximum Contract amount specified in Section 1.1 g shall be increased commensurately.

f. Incorporation of Rent Adjustment. Any adjustment in Contract Rents shall be incorporated into Exhibit A by a dated addendum to the exhibit establishing the effective date of the adjustment.

1.10 MARKETING AND LEASING OF UNITS.

a. Compliance with Equal Opportunity. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's Government-approved Affirmative Fair Housing Marketing Plan, shown as Exhibit D, and with all regulations relating to fair housing advertising.

b. Security and Utility Deposits.

(1) The Owner may require Families to pay a security deposit in an amount equal to one month's Gross Family Contribution. If a Family vacates its unit, the Owner, subject to State and local law, may utilize the deposit as reimbursement for any unpaid rent or other amount owed under the Lease. If the Family has provided a security deposit, and it is insufficient for such reimbursement, the Owner may claim reimbursement from the HFA, not to exceed an amount equal to the remainder of one month's Contract Rent. Any reimbursement under this Section shall be applied first toward any unpaid rent. If a Family vacates its unit owing no rent or other amount under the Lease, or if the amount owed is less than the amount of the security deposit, the Owner shall refund the full amount or the unused balance, as the case may be, to the Family.

(2) In those jurisdictions where interest is payable by the Owner on security deposits, the refunded amount shall include the amount of interest payable. All security deposit funds shall be deposited by the Owner in a segregated bank account, and the balance of this account, at all times, shall be equal to the total amount collected from tenants then in occupancy, plus any accrued interest. The Owner shall comply with all State and local laws regarding interest payments on security deposits.

(3) Families shall be expected to obtain the funds to pay security and utility deposits, if required, from their own resources and/or other private or public sources.

c. Eligibility, Selection and Admission of Families.

(1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, and computation of the amount of housing assistance payments on behalf of each selected Family in accordance with schedules and criteria established by the Government. In the initial renting of the Contract Units, the Owner shall lease at least that percentage of those units which is stated in Section 1.1h to Very Low-Income Families (determined in accordance with the Government-established schedules and criteria) and shall thereafter exercise his best efforts to maintain at least that percentage of occupancy of the Contract Units by Very Low-Income Families as determined in accordance with such schedules and criteria.

(2) The Lease entered into between the Owner and each selected Family shall be on the form of Lease approved by the Government.

(3) The Owner shall make a reexamination of Family Income, composition, and the extent of medical or other unusual expenses incurred by the Family, at least annually (except that such reviews may be made at intervals of no longer than two years in the case of elderly Families), and appropriate redeterminations shall be made by the Owner of the amount of Family contribution and the amount of housing assistance payment, all in accordance with schedules and criteria established by the Government. In connection with the re-examination, the Owner shall determine what percentage of Families in occupancy are Very Low-Income Families. If there are fewer than the agreed to percentage of Very Low-Income Families in occupancy, the Owner shall report the fact to the HFA and shall adopt changes in his admission policies to achieve, as soon as possible, at least the agreed to percentage of occupancy by such Families.

d. Rent Redetermination after Adjustment in Allowance for Utilities and Other Services. In the event that the Owner is notified of an HFA determination making an adjustment in the Allowance for Utilities and Other Services applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payments.

e. Processing of Applications and Complaints. The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HFA or Government requirements and shall maintain records and furnish such copies or other information as may be required by the HFA or the Government.

f. Review; Incorrect Payments. In making housing assistance payments to Owners, the HFA or the Government will review the Owner's determinations under this Section. If as a result of this review, or other reviews, audits or information received by the HFA or the Government at any time, it is determined that the Owner has received improper or excessive housing assistance payments, the HFA or the Government shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery thereof.

1.11 TERMINATION OF TENANCY.

The Owner shall be responsible for termination of tenancies, including evictions. However, conditions for payment of housing assistance payments for any resulting vacancies shall be as set forth in Section 1.7c.

1.12 REDUCTION OF NUMBER OF CONTRACT UNITS FOR FAILURE TO LEASE TO ELIGIBLE FAMILIES.

- a. After First Year of Contract. If at any time, beginning six months after the effective date of this Contract, the Owner fails for a continuous period of six months to have at least 80 percent of the Contract Units leased or available for leasing by Families, the HFA, with Government approval, may on 30 days notice reduce the number of Contract Units to not less than the number of units under lease or available for leasing by Families, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.
- b. At End of Initial and Each Renewal Term. At the end of the initial term of the Contract and of each renewal term, the HFA, with Government approval, may, by notice to the Owner, reduce the number of Contract Units to not less than (1) the number of units under lease or available for leasing by Families at that time or (2) the average number of units so leased or available for leasing during the last year, whichever is the greater, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.
- c. Restoration of Units. The Government will agree to an amendment of the ACC to provide for subsequent restoration of any reduction made pursuant to paragraphs a or b of this Section if the Government determines that the restoration is justified as a result of changes in demand and in the light of the Owner's record of compliance with his obligations under the Contract and if annual contributions contract authority is available; and the Government will take such steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance (see Section 1.6).

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

APPROVED:

United States of America
Secretary of Housing and Urban Development

By _____

(Official Title)

Date _____, 19____

OWNER Franklin Park Associates Ltd.

By HPI Corporation, General Partner

Denis A. Blackett, President
(Official Title)

Date _____, 19____

HFA Massachusetts Housing Finance Agency

By _____

(Official Title)

Date _____, 19____

[If the project is to be completed and accepted in stages, execution of the Contract with respect to the several stages appears on the following pages of this Contract.]

STAGE 1

This Contract is hereby executed with respect to the units described in Exhibit A-1.

EFFECTIVE DATE. The effective date of this Contract with respect to the units described in Exhibit A-1 is October 22, 1976
[Insert date which shall be no earlier than the date of approval by the Government.]

APPROVED:

United States of America
Secretary of Housing and Urban Development

By Eleanor B White
Acting Director Home Div
(Official Title)

Date October 22, 1976

OWNER Franklin Park Associates, Ltd.

By Franklin Park Associates
HPI Corporation, General Partner
Richard J. [Signature]
(Official Title)

Date 8/16, 1976

HFA Massachusetts Housing Finance Agency
By [Signature]
(Official Title)

Date 8/16, 1976

EXECUTION OF CONTRACT WITH RESPECT
TO CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

STAGE 2

This Contract is hereby executed with respect to the units described in Exhibit A-2.

EFFECTIVE DATE. The effective date of this Contract with respect to the units described in Exhibit A-2 is _____, 19____
[Insert date which shall be no earlier than the date of approval by the Government.]

APPROVED:

United States of America
Secretary of Housing and Urban Development

By _____
(Official Title)

Date _____, 19____

OWNER Franklin Park Associates, Ltd.

By HPI Corporation, General Partner
(Official Title)

Date _____, 19____

HFA Massachusetts Housing Finance Agency

By _____
(Official Title)

Date _____, 19____

EXECUTION OF CONTRACT WITH RESPECT
TO CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

STAGE 3

This Contract is hereby executed with respect to the units described in Exhibit A-3.

EFFECTIVE DATE. The effective date of this Contract with respect to the units described in Exhibit A-3 is _____, 19____
[Insert date which shall be no earlier than the date of approval by the Government.]

APPROVED:

OWNER Franklin Park Associates, Ltd.

By HPI Corporation, General Partner

15 AUG 1973

HOUSING ASSISTANCE PAYMENTS CONTRACT

Contract No. MA06-H058-001-00002
NEW CONSTRUCTION OR SUBSTANTIAL REHABILITATION

MHFA 74-040-R

MASTER SECTION B ACC NUMBER: MA06-H058-001 B-1115	ACC LIST NUMBER AND DATE: B-76-128 1/08/76	NEW CONSTRUCTION PROJECT NUMBER: OR SUBSTANTIAL REHABILITATION PROJECT NUMBER: MA06-H058-001
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1. NONDISCRIMINATION IN HOUSING.

- a. The Owner shall not in the selection of Families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, or national origin. No person shall be automatically excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program because of membership in a class such as unmarried mothers, recipients of public assistance, etc.
- b. The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any rules and regulations pursuant thereto.
- c. The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, Public Law 88-352, 78 Stat. 241; the regulations of the Department of Housing and Urban Development issued thereunder, 24 CFR, Subtitle A, Part 1, Section 1.1, et seq.; the requirements of said Department pursuant to said regulations; and Executive Order 11663 to the end that, in accordance with that Act, the regulations and requirements of said Department thereunder, and said Executive Order, no person in the United States shall, on the grounds of race, color, creed, religion or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program, or be otherwise subjected to discrimination. This provision is included pursuant to the regulations of the Department of Housing and Urban Development, 24 CFR, Subtitle A, Part 1, Section 1.1, et seq.; issued under Title VI of the said Civil Rights Act of 1964, and the requirements of said Department pursuant to said regulations; and the obligation of the Owner to comply therewith inures to the benefit of the Government, the said Department, and the HFA, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to compel compliance therewith by the Owner.

2. TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESSMEN AND LOWER-INCOME PERSONS.

- a. The project assisted under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- b. Notwithstanding any other provision of this Contract, the Owner shall carry out the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 (published in 38 Federal Register 29770, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this Contract. The requirements of said regulation include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by section 3; and incorporation of the "section 3 clause" specified by section 135.20(b) of the regulations and paragraph d of this Section in all contracts for work in connection with the project. The Owner certifies and agrees that he is under no contractual or other disability which would prevent him from complying with these requirements.
- c. Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, his successors and assigns. Failure to fulfill these requirements shall subject the Owner, his contractors and subcontractors, his successors, and assigns to the sanction specified by this Contract, and to such sanctions as are specified by 24 CFR, Section 135.135.
- d. The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Contract in excess of \$50,000 cost, the following clause:

"EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS

- "A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- "B. The parties to this Contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

"E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 1, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR, Section 135.135."

- c. The Owner agrees that he will be bound by the above Employment of Project Area Residents and Contractors clause with respect to his own employment practices when he participates in federally assisted work.

2.3 COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS. The HFA and the Owner shall cooperate with the Government in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and rules and regulations pursuant thereto.

2.4 FLOOD INSURANCE. If the project is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.³ In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, 39 F.R. 11049, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 1857, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Owner agrees that:

- a. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to section 15.20 of said regulations;
- b. He will promptly notify the HFA of the receipt of any communication from the EPA indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities;
- c. He will comply with all the requirements of section 114 of the Air Act and section 305 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 305 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder; and
- d. He will include or cause to be included the provisions of this Section in every nonexempt subcontract, and that he will take such action as the Government may direct as a means of enforcing such provisions.

2.6 HFA AND GOVERNMENT ACCESS TO PREMISES AND OWNER'S RECORDS.

- a. The Owner shall furnish such information and reports pertinent to the Contract as reasonably may be required from time to time by the HFA or the Government.
- b. The Owner shall permit the HFA or the Government or any of their duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to the monthly requests for housing assistance payments.

2.7 FAILURE OR INABILITY OF HFA TO COMPLY WITH CONTRACT. The following provisions of the ACC are hereby made a part of this Contract:

"(a) Rights of Owner if HFA Defaults under Contract.

"(1) In the event of failure of the HFA to comply with the Contract with the Owner, or if such Contract is held to be void, voidable or ultra vires, or if the power or right of the HFA to enter into such Contract is drawn into question in any legal proceeding, or if the HFA asserts or claims that such Contract is not binding upon the HFA for any such reason, the Government may, after notice to the HFA giving it a reasonable opportunity to take corrective action, determine that the occurrence of any such event constitutes a Substantial Default hereunder. Where the Government so determines, it shall have the right to assume the HFA's rights and obligations under such Contract, perform the obligations and enforce the rights of the HFA, and exercise such other powers as the Government may have to cure the Default; however, whether or not the Government elects to proceed in this manner, the Government shall, if it determines that the Owner is not in default, continue for the duration of such Contract to pay Annual Contributions for the purpose of making housing assistance payments with respect to dwelling units under such Contract.

"(2) All rights and obligations of the HFA assumed by the Government pursuant to this Section 2.16(a) will be returned as constituted at the time of such return (i) when the Government is satisfied that all defaults have been cured and that the Project will thereafter be administered in accordance with all applicable requirements, or (ii) when the Housing Assistance Payments Contract is at an end, whichever occurs sooner.

"(3) The provisions of this Section 2.16(a) are made with, and for the benefit of, the Owner, the HFA (but only in its capacity as lender), or the Owner's other assignees, if any, who will have been specifically approved by the Government prior to such assignment. If such parties are not in default, they may, in order to enforce the performance of these provisions, (i) demand that the Government, after notice to the HFA giving it a reasonable opportunity to take corrective action, make a determination whether a Substantial Default exists under paragraph (a)(1) of this Section, (ii) if the Government determines that a Substantial Default exists, demand that the Government take action as authorized in paragraph (a)(1), and (iii) proceed against the Government at law or in equity."

by suit

under the Contract, the Government shall have the right, after notice to the Owner and the HFA, to take any action necessary to correct the action, to abate or terminate housing assistance payments and recover overpayments in accordance with the terms of the Contract. In the event the Government takes any action under this Section, the Owner and the HFA hereby expressly agree to recognize the rights of the Government to the same extent as if the action were taken by the HFA. The Government shall not have the right to terminate the Contract except by proceeding in accordance with Section 2.10(b) of the ACC and paragraph b of this Section.

REMEDIES NOT EXCLUSIVE AND NON-WAIVER OF REMEDIES. The availability of any remedy under this Contract or the ACC shall not preclude the exercise of any other remedy under this Contract or the ACC or under any provision of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

DISPUTES.

- a. Except as otherwise provided herein, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement of the HFA and the Owner may be submitted by either party to the Department of Housing and Urban Development field office director who shall make a decision and shall mail or otherwise furnish a written copy thereof to the Owner and the HFA.
- b. The decision of the field office director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, either party mails or otherwise furnishes to the Government a written appeal addressed to the Secretary of Housing and Urban Development. The decision of the Secretary or duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the appellant shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, both parties shall proceed diligently with the performance of the Contract and in accordance with the decision of the field office director.
- c. This Section does not preclude consideration of questions of law in connection with the decisions rendered under paragraphs a and b of this Section; Provided, however, that nothing herein shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF HFA, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS. No member, officer, or employee of the HFA, no member of the governing body of the State or locality (city and county) in which the project is situated, and no other public official of such State or locality who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or in any proceeds or any benefits arising therefrom. In the case of a project owned by a public housing agency, the foregoing prohibition shall also apply to members of the governing body of the locality (city and county) in which such public housing agency was activated.

INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS. No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

ASSIGNMENT, SALE, OR FORECLOSURE.

- a. The Owner agrees that he has not made and will not make any sale, assignment, or conveyance or transfer in any other form, of this Contract or the project or any part thereof or any of his interest therein, without the prior consent of the HFA and the Government; Provided, however, that in the case of an assignment as security for the purpose of obtaining financing of the project, the HFA and the Government shall consent in writing if the terms of the financing have been approved by the Government.
- b. The Owner agrees to notify the HFA and the Government promptly of any proposed action covered by paragraph a of this Section. The Owner further agrees to request the written consent of the HFA and the Government in regard thereto.
- c. For the purpose of this Section, a transfer of stock in the Owner, in whole or in part, by a party holding ten percent or more of the stock of said Owner, or a transfer by more than one stockholder of the Owner of ten percent or more of the stock of said Owner, or any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the parties in control of the Owner or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of new or additional stock or classification of stock or otherwise, shall be deemed an assignment, conveyance, or transfer with respect to this Contract or the project. With respect to this provision, the Owner and the party owning this Contract on behalf of said Owner, represent that they have the authority of all of the existing stockholders of the Owner to agree to this provision on behalf of said stockholders and to bind them with respect thereto.
- d. In the event of foreclosure, or assignment or sale to the HFA (or mortgagee if the HFA is not the mortgagee) in lieu of foreclosure, or in the event of assignment or sale agreed to by the HFA (or mortgagee if the HFA is not the mortgagee) and approved by the Government (which approval shall not be unreasonably delayed or withheld), housing assistance payments shall continue in accordance with the terms of the Contract.

See insert

5
526458
INSERT TO HAPC

HFDA

Section 2. 13C

C. (1) A transfer by the Owner, in whole or in part, or a transfer by a party having a substantial interest in said Owner, or transfers by more than one party of interests aggregating a substantial interest in said Owner, or any other similarly significant change in the ownership of interests in the Owner, or in the relative distribution thereof, or with respect to the parties in control of the Owner or the degree thereof, by any other method or means (e.g., increased capitalization, merger with another

corporation or other entity, corporate or other amendments, issuance of new or additional ownership interests or classification of ownership interests or otherwise) shall be deemed an assignment, conveyance or transfer for purposes of this

Section 2.13. An assignment by the Owner to a limited partnership, in which no limited partner has a 25 percent or more interest and of which the Owner is the sole general partner, shall not be considered an assignment, conveyance, or transfer.

(2) The term "substantial interest" means the interest of any general partner, any limited partner having a 25 percent or more interest in the organization, any corporate officer or director, and any stockholder having a 10 percent or more interest in the organization.

(3) The Owner, and the party signing this Contract on behalf of said Owner, represent that they have the authority of all of the parties having ownership interests in the Owner to agree to this provision on their behalf and to bind them with respect thereto.

RIDER AND ADDENDUM

TO

HOUSING ASSISTANCE PAYMENTS CONTRACT

(Attached to, made part of, and amending said Contract.)

Part I

Paragraph 1.7 (g) (2)

The computation and recoupment under this paragraph may be made on an annual or on a quarterly or other periodic basis, but in any event, no later than as of the end of each Fiscal Year; provided, however, that if recoupment is to be made less often than quarterly, the amounts of recoupment shall be computed on at least a quarterly basis and funds shall be deposited in a special account from which withdrawals may be made only with the authorization of the HFA. The manner of computing the amount of recoupment shall be as follows:

(i) Determine the amount by which the debt service for the interim financing for the period in question is less than the anticipated debt service under the permanent financing on which the Contract Rents were based;

(ii) Determine what percentage the amount found under paragraph g(2)(i) of this Section is of the aggregate Contract Rents for all Contract Units for the period in question;

(iii) Apply the percentage found in paragraph g(2)(ii) of this Section to the aggregate Contract Rents for those Contract Units which are included in the Owner's claim(s) for housing assistance payments for the period in question; and

(iv) The amount found in paragraph g(2)(iii) of this Section shall be credited to the Project Account and withheld from the next housing assistance payment or payments to the Owner.

Paragraph 1.9(e) (2)

If the actual debt service under the permanent financing is higher than the anticipated debt service on which the Contract Rents were based, and the HFA is using its set-aside for the project, the Contract Rents currently in effect shall be increased commensurately, not to exceed the limitations in this paragraph (e) (2) and the amount of the Financing Cost Contingency in the ACC, if the projected borrowing rate (net interest cost) was not less than the average net interest cost for the preceding quarter (at the time the projection was submitted to the Government) of the "20 Bend Index" published weekly in the Bond Buyer plus 50 basis points. An

(i) One and one-half percent if the projected spread as submitted to the Government was three-fourths of one percent or less, or

(ii) One percent if such projected spread was more than three-fourths of one percent but not more than one percent, or

(iii) One-half of one percent if such projected spread was more than one percent.

EXHIBIT A

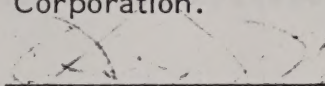
NUMBER OF CONTRACT UNITS AND CONTRACT RENTS

<u>UNIT</u>	<u>NO. OF CONTRACT UNITS</u>	<u>MONTHLY</u> <u>CONTRACT RENTS</u>
One Bedroom (Walk-Up)	31	\$ 334
Two Bedroom (Walk-Up)	27	385
Two Bedroom (Elevator)	4	428
Three Bedroom (Walk-Up)	9	423
Four Bedroom (Walk-Up)	5	486
Five Bedroom (Walk-Up)	7	486
Five Bedroom (Elevator)	<u>4</u>	486
TOTAL	87	

THE COMMONWEALTH OF MASSACHUSETTS
HOUSING FINANCE AGENCY

SUPPLEMENTARY MATERIALS TO APPLICATION FOR FIRST AMENDMENT TO
REPORT AND DECISION ON FRANKLIN PARK ASSOCIATES PROJECT

1. Memorandum from David L. Keene, Sr., Real Estate Officer, Massachusetts Finance Agency ("MHFA"), to Agency Members, dated December 8, 1987, re: "Resyndication - FRANKLIN PARK, DORCHESTER-BOSTON".
2. Letter from Ned Epstein, Director of Housing Management, MHFA, to Denis Blackett of HII Corporation, dated December 9, 1987, evidencing vote of MHFA Board on December 8, 1987, approving the resyndication and transfer of the Franklin Park Associates Project.
3. Summary sheet of the proceeds from resyndication of Franklin Park Associates Project as prepared by HII Corporation.


Kevin J. Morrison, Deputy General Counsel
Boston Redevelopment Authority

Dated: December 17, 1987



THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS HOUSING FINANCE AGENCY

50 MILK STREET

BOSTON, MASSACHUSETTS 02109 • (617) 451-3480

MARVIN M. SIFLINGER
Executive Director

MEMORANDUM

TO: Agency Members

FROM: David L. Keene, Sr. Real Estate Officer

SUBJECT: Resyndication - FRANKLIN PARK, DORCHESTER-BOSTON

DATE: December 8, 1987

Summary

HII Corporation (HII) has proposed a resyndication of the Franklin Park development. The purpose of the ownership transfer is to create an infusion of capital into the property through repayment of project funds and other syndication equity in order to meet current and projected capital needs.

The resyndication is made possible because federal tax credits would be available by the Massachusetts Executive Office of Communities and Development (EOCD) to the new partnership.

To undertake the financing, HII has proposed a three-party transaction. In the first transaction, the current limited partnership would make a bargain sale to MHFA, a qualified governmental agency under Internal Revenue Code Section 170 (c)(i). MHFA would immediately transfer the development to Franklin Park Associates II, a new Massachusetts limited partnership whose General Partner would be Denis Blackett (and/or a corporation controlled by him). The principal limited partner would be Liberty Tax Credit Plus L.P., a New York limited partnership. Liberty Tax Credit Plus L.P. is a SEC-registered, publicly-offered limited partnership, of which Related Capital Corporation/Shearson Lehman Brothers, Inc. is a principal sponsor. In addition, there may be a special limited partner with a nominal interest affiliated with Related Capital Corporation.

Background

Franklin Park is a 220 unit, substantial rehabilitation development in 15 separate buildings for families in the North Dorchester section of Boston. Of the 220 units, 156 units are subsidized under the Section 8 Substantial Rehabilitation program and 64 units under the State Section 13A program. The mortgage loan closed in 1974 and has a remaining balance of approximately \$6.7 million.

Franklin Park Associates, a limited partnership, is the mortgagor. The general partner is Franklin Park Housing Corporation. An affiliate of HII, Tenants Services Incorporated (TSI), is the management agent for the development. HII and TSI will remain as Managing General Partner and management agent, respectively, for the development.

Proposed Transaction

The financial transaction proposed is similar to those done by the MHFA in some resyndications in 1985. A double, simultaneous transfer of title is planned. First, the property will be conveyed from the existing partnership to MHFA as the intermediary party, subject to the MHFA mortgage. The partners will contribute to the MHFA the appraised value of the property above the existing mortgage. This will be taken as a charitable contribution deduction, partially offsetting their contingent tax obligations. The outgoing limited partners will also receive \$1,734,500 cash to meet their remaining tax liability.

In the second step, the MHFA will convey Franklin Park to the new limited partnership, again subject to the MHFA mortgage. As the seller, the MHFA will take back secondary financing, roughly equivalent to the difference between the appraised value and existing mortgage plus personal property, working capital and replacement reserves. The second note is estimated to be for a term of one year longer than the use restriction and at a rate of approximately 1% below the Applicable Federal Rate for long term financing for the month of December 1987, and interest thereon would accrue and be payable at maturity. The payments derived from the public-pooled resyndication offering will be paid at closing. The financial considerations are outlined below:

Transfer One: From Existing Partnership to MHFA

MHFA Mortgage	\$6,659,491
+Value of Charitable Contribution to Outgoing Limited Partners	(pending)
+Cash at Closing	<u>1,829,600</u>
Total Consideration	8,489,391+
Appraised Value	(pending)

Transfer Two: From MHFA to New Limited Partnership

First Mortgage Balance	\$6,659,491
Purchase Money Note	<u>(pending)</u>

Expected Sources and Uses

Gross Capital Contributions	\$2,376,176
Less: Syndication Costs/Fee	<u>481,176</u>
Net Contributions	\$1,895,000
Payment to Outgoing Partners	\$1,734,500
Contribution to Replacement Reserves from Equity Raised	20,000

Compliance with MHFA Resyndication Policy

The proposal conforms to Agency resyndication policy as outlined below.

As noted above, the managing general partner of the new limited partnership will be identical to the existing general partner, HII Corporation. They have an acceptable record with the Agency.

The MHFA has no prior experience in dealing with Related Capital Corporation/Shearson Lehman Brothers, Inc., the principal sponsor of the publicly-owned limited partnership that is purchasing the development. Agency staff has no knowledge of any problems associated with the Related Corporation in owning and managing subsidized housing, but will complete a review prior to granting approval of the transfer. In addition, the MHFA and HUD will require approval of Previous Participation and Compliance (Form 2530) review prior to the transfer.

Tenants were notified of the transfer proposal October 29, 1987. Agency staff and HII representatives met with approximately 20 tenants on Saturday, November 14, 1987. The anticipated financial benefits to the development, the retention of the existing subsidies and the lock-in terms were explained.

The property's capital needs were discussed at some length. A number of items, masonry, missing tiles, step repair on entrance ways, and fencing are now being addressed through replacement reserves or operations. There are problems with the roofing and the pointing of the exterior brick. Concerns raised by the tenants included garbage, storage, drugs, unlocked entry doors, and water infiltration. While no specific actions on these items were discussed, HII/TSI did agree to review them further.

The mortgage documents for Franklin Park effectively preclude loan prepayment for the life of the mortgage, 40 years. There are approximately 27 years to run on that term. A disposition restriction with a 27-year term, with no notice of intent to alter use during this period, will be executed at closing.

The Agency's capital needs assessment of Franklin Park has indicated a total need of \$948,761 today and over the next five

years. Since there are no repayments of project funds targetted from resyndication equity for this development, there will need to be reserved any surplus resyndication equity in order to address the capital needs of this development. A shortfall of \$20,000 is currently projected. Staff recommends that all reserve contributions be secured under the mortgage.

Because Franklin Park is to be resyndicated through a pool investment structure, an operating deficit escrow equivalent to 5 percent of gross capital contributions, or \$113,730 is dictated by Agency policy. This escrow is to be funded no later than at closing. The escrow will be made available to fund operating losses or extraordinary physical needs not otherwise correctable for a period of ten years from that date on which the escrow has been fully funded.

As Franklin Park is taxed under a Chapter 121A agreement, no increase in real estate taxes is expected to result from the transfer. HII is now working to arrange the assignment of existing 121A agreements to partnerships. No escrow to cover operating expense increases is warranted or recommended.

In summary, the proposed ownership team is acceptable, tenants have not registered objections to the transfer and the property will benefit from a significant infusion of capital at closing. Accordingly, staff finds the proposal to be in the Agency's and the development's best interests. Approval of the resyndication is recommended.

Recommended Approvals

1. Conveyance of Franklin Park from Franklin Park Associates (selling limited partnership) to Franklin Park Associates II (buyer) through the MHFA or other acceptable entity.
2. Retention of HII Corporation as managing general partner and approval of Liberty Tax Credit Plus L.P. as limited partner of Franklin Park.
3. Syndication of interests in the new partnership by Related Capital Corporation.

Conditions

1. Allocation of that portion of resyndication proceeds necessary to fund outstanding project requirements to the satisfaction of MHFA Executive Director, and secured under the mortgage.
2. Execution of a disposition agreement, consistent with Agency policy, running the remaining balance of the 40-year mortgage term.

3. At closing, pledge of \$118,809 in an irrevocable letter of credit for an operating deficit escrow. The letter of credit will be pledged for 10 years renewable each year. The escrow will be available to meet operating losses or other extraordinary needs of the development for a period of ten years from the date on which the letter of credit is pledged. This obligation is to be secured under the mortgage.
4. No change in any general partner of the new partnership without prior approval by the MHFA.
5. Payment to the MHFA at closing of the balance of the Agency processing fee, based on .005 of gross syndication fees raised.
6. Payment to EOCD at closing for total of .005 of gross syndication fees as a processing fee for federal tax credits.
7. At closing, certification by auditor of sources and uses of syndication proceeds.
8. At closing, payment to the MHFA of professional fees incurred by MHFA in connection with costs related to the transaction.
9. Satisfaction of all requirements in connection with conveyance of title to MHFA or other acceptable entities, as required by Agency General Counsel, including such indemnifications as the Executive Director may determine are necessary to protect the Agency from liabilities that may arise during the period that it holds title to the property.
10. Transfer is subject to acceptable staff review and HUD approval of Previous Participation and Compliance (Form 2530) by the purchaser.
11. At closing, execution of all necessary documents as deemed necessary by Agency General Counsel.
12. Satisfaction of any additional conditions deemed necessary by the Agency Executive Director and/or General Counsel.

/lms



THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS HOUSING FINANCE AGENCY

50 MILK STREET

BOSTON, MASSACHUSETTS 02109 • (617) 451-3480

MARVIN M. SIFLINGER
Executive Director

December 9, 1987

Mr. Denis Blackett
HII Corporation
28 State Street, Suite 3758
Boston, MA 02109

Dear Mr. Blackett:

We are pleased to inform you that by vote of the Members on December 8, 1987, the Agency approved a transfer of ownership at Franklin Park in Boston Dorchester.

Specifically, the Agency approved the followin:

1. Conveyance of Franklin Park from Franklin Park Associates (selling limited partnership) to Franklin Park Associates II (buyer) through the MHFA or other acceptable entity.
2. Retention of HII Corporation as managing general partner and approval of Liberty Tax Credit Plus L.P. as limited partner of Franklin Park.
3. Syndication of interests in the new partnership by Related Capital Corporation.

The above are conditioned upon the followin:

1. Allocation of that portion of resyndication proceeds necessary to fund outstanding project requirements to the satisfaction of MHFA Executive Director, and secured under the mortgage.
2. Execution of a disposition agreement, consistent with Agency policy, running the remaining balance of the 40-year mortgage term.
3. At closing, pledge of \$118,809 in an irrevocable letter of credit for an operating deficit escrow. The letter of credit will be pledged for 10 years renewable each year. The escrow will be available to meet operating losses or other

extraordinary needs of the development for a period of ten years from the date on which the letter of credit is pledged. This obligation is to be secured under the mortgage.

4. No change in any general partner of the new partnership without prior approval by the MHFA.
 5. Payment to the MHFA at closing of the balance of the Agency processing fee, based on .005 of gross syndication fees raised.
 6. Payment to EOCD at closing for total of .005 of gross syndication fees as a processing fee for federal tax credits.
 7. At closing, certification by auditor of sources and uses of syndication proceeds.
 8. At closing, payment to the MHFA of professional fees incurred by MHFA in connection with costs related to the transaction.
 9. Satisfaction of all requirements in connection with conveyance of title to MHFA or other acceptable entities, as required by Agency General Counsel, including such indemnifications as the Executive Director may determine are necessary to protect the Agency from liabilities that may arise during the period that it holds title to the property.
 10. Transfer is subject to acceptable staff review and HUD approval of Previous Participation and Compliance (Form 2530) by the purchaser.
- At closing, execution of all necessary documents as deemed necessary by Agency General Counsel.
- Satisfaction of any additional conditions deemed necessary by the Agency Executive Director and/or General Counsel.

This commitment shall remain in effect through December 31, 1987. The commitment is valid only if signed and returned within ten days of receipt.

Sincerely,

Ned Epstein
Director of Housing Management

Accepted By: _____

/lms

FRANKLIN PARK ASSOCIATES

Proceeds from the resyndication of the Franklin Park Associates project will be distributed in the following manner.

Purchase Price	\$8,353,663
Existing Mortgage	\$6,648,163
Mandatory Additions to Replacement Reserve	20,000
Processing Fees to MHFA, EOCD	21,386
Accounts Payable to Trade	130,000
Accounts Payable to General Partner Affiliates	290,000
Residual Receipt Notes to General Partner Affiliates	280,606
Legal Expense and Other Closing Costs	50,000
Disposition Fee to NHP	17,263
Disposition Fee to General Partner Affiliate	<u>155,371*</u>
Cash Available for Distribution	\$740,874

	<u>Cash</u>	
	%	\$
Limited Partners	100%	\$740,874
General Partners	0%	\$ 0
Total	100%	\$740,874

*MHFA requires that five percent (5%) of gross proceeds be held in escrow for resyndications involving publicly registered partnerships. The total amount required for Franklin Park Associates is \$106,928.

MEMORANDUM

DECEMBER 17, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR FOR NEIGHBOR-
HOOD PLANNING AND DEVELOPMENT
KEVIN J. MORRISON, DEPUTY GENERAL COUNSEL
KELLY D. KING, ASSISTANT GENERAL COUNSEL

SUBJECT: FIRST AMENDMENT TO THE REPORT AND DECISION ON THE 121A
PROJECT APPLICATION OF FRANKLIN PARK ASSOCIATES

SUMMARY: THE FIRST AMENDMENT REQUESTS THE CONSENT OF THE AU-
THORITY TO THE PROPOSED TRANSFER OF FRANKLIN PARK
ASSOCIATES TO THE MASSACHUSETTS HOUSING FINANCE AGEN-
CY ("MHFA") AND FROM MHFA TO FRANKLIN PARK ASSOCIATES
II LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PART-
NERSHIP TO BE ORGANIZED FOR THE PURPOSE OF ACQUIRING
AND CARRYING OUT THE PROJECT UNDER MASSACHUSETTS
GENERAL LAWS, CHAPTER 121A.

On November 21, 1974, the Authority voted to adopt a "Report and Decision on the Application of Franklin Park Associates for the Authorization and Approval of a Project under Massachusetts General Laws (Ter. Ed.), as amended, and Chapter 652 of the Acts of 1960, to be Undertaken and Carried out by a Limited Partnership formed under Massachusetts General Laws, Chapter 109, and Approval to Act as an Urban Redevelopment Limited Partnership under said Chapter 121A," (the "Report and Decision"). A Certificate of Vote and Mayoral approval of the Report and Decision were duly filed with the Office of the City Clerk on December 5, 1974.

As originally approved in the Report and Decision, the Project consisted of the rehabilitation, operation and maintenance of 15 separate buildings scattered throughout the North Dorchester neighborhood of Boston containing 220 apartment units for low and moderate income families. The Project is financed by the Massachusetts Housing Finance Agency ("MHFA") MHFA Project No. 74-040-R. Of the 220 units, 156 units are subsidized under the Section 8 Substantial Rehabilitation Program and 64 units under the State Section 13A Program. The mortgage loan closed in 1981 and has a remaining balance of approximately \$6.7 million.

On December 11, 1987, Franklin Park Associates and HII Corporation (jointly the "Applicants") filed an application requesting an amendment to the Report and Decision ("Application"). The Application requests approval of a transfer of the Project to MHFA which will then in turn, immediately transfer the Project to Franklin Park Associates II Limited Partnership, a Massachusetts limited partnership ("Franklin Park II" or "New Partnership") to be formed under the Massachusetts General Laws, Chapter 109 for the purpose of acquiring and resyndicating the Project. Enclosed are copies of the Application and certain supplementary materials in connection with MHFA's approval of the transfer.

The purpose of the ownership transfer is to create an infusion of capital into the Project through repayment of Project funds and other syndication equity in order to meet current and projected capital needs.

The resyndication is made possible by the provisions of the 1986 Tax Reform Act providing for low-income housing credits upon acquisition of ten-year-old properties. The New Partnership would receive an allocation of low-income housing federal tax credits for 1987 from the Massachusetts Executive Office of Communities and Development.

The financing of the transfer to Franklin Park II will require a three-party transaction which is more fully described in the Application. In the first transaction, the Franklin Park Associates will make a bargain sale to MHFA, a qualified governmental agency under Internal Revenue Code Section 170(c)(1). MHFA will immediately transfer the Project to Franklin Park II. The Managing General Partner of the New Partnership would be Denis Blackett or a corporation controlled by him. The principal Limited Partner would be Liberty Tax Credit Plus L.P., a New York Limited Partnership. Liberty Tax Credit Plus L.P. is an SEC-registered, publicly-offered limited partnership of which Related Capital Corporation/ Shearson Lehman Brothers, Inc. is a principal sponsor. In addition, there may be a special Limited Partner with a nominal interest affiliated with Related Capital Corporation.

The foregoing transactions were approved by MHFA by a vote of its board on December 8, 1987. Moreover, MHFA is assisting the Applicants in the process of securing the necessary federal Department of Housing and Urban Development approvals.

Approval of the First Amendment shall not affect the purpose for which the Project was originally approved, subsidized rental housing for low and moderate-income persons. Furthermore, the current management agent, who has had experience in this Project specifically, will be retained. The proposed transfer and capital improvements are expected to meet no objections from the tenants of the Project.

The New Partnership will be required to enter into a new Regulatory Agreement with the Authority pursuant to Chapter 121A, Section 18c and containing such terms and conditions as the Chief General Counsel may in his discretion deem necessary and proper. Likewise, the New Partnership will be required to enter into a new 6A Contract with the City of Boston under Chapter 121A, Section 6A containing such terms as the Commissioner of Assessing deems satisfactory.

It is recommended that the Authority adopt the attached Amendment to the Report and Decision on the Project.

The appropriate vote follows:

VOTED: That the document presented at this meeting entitled "FIRST AMENDMENT TO THE REPORT AND DECISION ON THE APPLICATION OF FRANKLIN PARK ASSOCIATES FOR THE AUTHORIZATION AND APPROVAL OF A PROJECT UNDER MASSACHUSETTS GENERAL LAWS (TER. ED.) AS AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, TO BE UNDERTAKEN AND CARRIED OUT BY A LIMITED PARTNERSHIP FORMED UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 109, AND APPROVAL TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP UNDER SAID CHAPTER 121A," be and hereby is approved and adopted.